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सं. 7] नई दिल्ली, फरवरी 11—फरवरी 17, 2007, शनिवार/माघ 22—माघ 28, 1928
No. 7] NEW DELHI, FEBRUARY 11—FEBRUARY 17, 2007, SATURDAY/MAGHA 22—MAGHA 28, 1928

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

विधि और न्याय मंत्रालय

(विधि कार्य विभाग)

नई दिल्ली, 23 जनवरी, 2007

का.आ. 452.—केन्द्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए नीचे दी गई सारणी के स्तंभ (2) में यथाविनिर्दिष्ट अधिवक्ताओं को जो विभिन्न उच्च न्यायालयों में सहायक महा-सालिसिटर के रूप में कार्य कर रहें हैं, स्तंभ 3 में यथाविनिर्दिष्ट अपने-अपने उच्च न्यायालयों या उनकी न्यायपीठों में दिल्ली पुलिस विशेष स्थापन के सभी दंडिक मामलों का संचालन करने के प्रयोजन के लिए इस शर्त के अधीन रहते हुए कि वे विशेष लोक अभियोजक के रूप में अपनी नियुक्ति के दौरान दिल्ली पुलिस विशेष स्थापन के विरुद्ध ऊपर निर्दिष्ट किसी दंडिक मामले में अपने-अपने उच्च न्यायालयों या उनकी न्यायापीठों में उपसंज्ञात नहीं होंगे, इस अधिसूचना के प्रकाशन की तारीख से दो वर्ष की अवधि के लिए या

अगले आदेश तक विशेष लोक अभियोजक के रूप में नियुक्त करती है:-

सारणी

क्रम सं.	अधिवक्ता का नाम	उच्च-न्यायालय का नाम
(1)	(2)	(3)
1.	श्री कृष्ण चन्द्र सिन्हा	इलाहाबाद उच्च न्यायालय
2.	श्री दीपक सेठ	लखनऊ न्यायपीठ, इलाहाबाद उच्च न्यायालय
3.	श्री ए. राजशेखर रेड्डी	आंध्र प्रदेश उच्च न्यायालय
4.	श्री अलोक शर्मा	औरंगाबाद न्यायपीठ, बंबई उच्च न्यायालय
5.	श्री सुरेन्द्र कुमार मिश्रा	नागपुर न्यायपीठ, बंबई उच्च न्यायालय
6.	श्री कारलोस अलवारेस फेरेरा	गोवा न्यायपीठ, बंबई उच्च न्यायालय

(1)	(2)	(3)
7. श्री ठाकुर विजय सिंह	छत्तीसगढ़ उच्च न्यायालय	
8. श्री पिजूश कान्ती विश्वास	अगरतला न्यायपीठ, गुवाहाटी उच्च न्यायालय	
9. श्री संदीप शर्मा	हिमाचल प्रदेश उच्च न्यायालय	
10. श्री विजय कुमार मग्गू	जम्मू न्यायपीठ, जम्मू-कश्मीर उच्च न्यायालय	
11. श्री शबीर अहमद नायक	श्रीनगर न्यायपीठ, जम्मू-कश्मीर उच्च न्यायालय	
12. डा. जय प्रकाश गुप्ता	झारखंड उच्च न्यायालय	
13. श्री अराविंद कुमार	कर्नाटक उच्च न्यायालय	
14. श्री जॉन वरगीस	केरल उच्च न्यायालय	
15. श्री पी. विल्सन	मद्रास उच्च न्यायालय	
16. श्री पोन मुथुरामल्लिंगम	मदुरई न्यायपीठ, मद्रास उच्च न्यायालय	
17. श्री धर्मेन्द्र कान्त शर्मा	जबलपुर न्यायपीठ, मध्य प्रदेश उच्च न्यायालय	
18. श्री विनोद कुमार शर्मा	ग्वालियर न्यायपीठ, मध्य प्रदेश उच्च न्यायालय	
19. श्री विनय जेलावत	इंदौर न्यायपीठ, मध्य प्रदेश उच्च न्यायालय	
20. श्री जितेन्द्र कुमार मिश्रा	उड़ीसा उच्च न्यायालय	
21. डा. रवि रंजन	पटना उच्च न्यायालय	
22. श्रीमती दया चौधरी	पंजाब और हरियाणा उच्च न्यायालय	
23. श्री कमलाकर शर्मा	जयपुर न्यायपीठ, राजस्थान उच्च न्यायालय	
24. श्री विनीत कुमार माथुर	जोधपुर न्यायपीठ, राजस्थान उच्च न्यायालय	
25. श्री अरविन्द वशिष्ठ	उत्तरांचल उच्च न्यायालय	

[फा. सं. 34 (13)/2006-न्यायिक]

आर. एम. शर्मा, अपर सचिव

MINISTRY OF LAW AND JUSTICE

(Department of Legal Affairs)

New Delhi, the 23rd January, 2007

S.O. 452.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints the following Advocates who are working as Assistant Solicitors General of India in various High Courts, as specified in column (2) of the Table below as Special Public Prosecutor with immediate effect for the purpose of conducting all criminal cases of the Delhi Police Special Establishment in the respective High Courts or their Benches as specified in column (3), for a period of two years from the date of publication of this notification or

until further orders, whichever is earlier, subject to the condition that they shall not appear against the Delhi Police Special Establishment in any criminal case referred to above in their respective High Courts or their Benches during the period of their appointment as Special Public Prosecutor :—

TABLE

S1. No.	Name of Advocate	Name of High Court
(1)	(2)	(3)
1.	Shri Krishna Chandra Sinha	Allahabad High Court
2.	Shri Dipak Seth	Lucknow Bench, Allahabad High Court
3.	Shri A. Rajeshekar Reddy	Andhra Pradesh High Court
4.	Shri Alok Sharma	Aurangabad Bench, Bombay High Court
5.	Shri Surendra Kumar Mishra	Nagpur Bench, Bombay High Court
6.	Shri Carlos Alvares Ferreira	Goa Bench, Bombay High Court
7.	Shri Thakur Vijay Singh	Chhattisgarh High Court
8.	Shri Pijush Kanti Biswas	Agartala Bench, Gauhati High Court
9.	Shri Sandeep Sharma	Himachal Pradesh High Court
10.	Shri Vijay Kumar Magoo	Jammu Bench, J & K High Court
11.	Shri Shabir Ahmad Naik	Srinagar Bench, J & K High Court
12.	Dr. Jai Prakash Gupta	Jharkhand High Court
13.	Shri Aravind Kumar	Karnataka High Court
14.	Shri John Varrghese	Kerala High Court
15.	Shri P. Wilson	Madras High Court
16.	Shri Pon Muthuramalingam	Madurai Bench, Madras High Court
17.	Shri Dharmendra Kant Sharma	Jabalpur Bench, Madhya Pradesh High Court
18.	Shri Vinod Kumar Sharma	Gwalior Bench, Madhya Pradesh High Court
19.	Shri Vinay Zelawat	Indore Bench, Madhya Pradesh High Court
20.	Shri Jitendra Kumar Mishra	Orissa High Court
21.	Dr. Ravi Ranjan	Patna High Court
22.	Mrs. Daya Chaudhary	Punjab and Haryana High Court
23.	Shri Kamlakar Sharma	Jaipur Bench, Rajasthan High Court
24.	Shri Vineet Kumar Mathur	Jodhpur Bench, Rajasthan High Court
25.	Shri Arvind Vashisth	Uttaranchal High Court

[F. No. 34(13)/2006-Judl.]

R. M. SHARMA, Addl. Secy.

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 5 फरवरी, 2007

का.आ. 453.—केन्द्रीय सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए महाराष्ट्र राज्य सरकार के गृह विभाग आदेश दिनांक 11 जनवरी, 2007 द्वारा प्राप्त महाराष्ट्र राज्य सरकार की सहमति से मालेगांव, जिला नासिक, महाराष्ट्र में हुए विस्फोटों के संबंध में मकोका एक्ट, 1999 की धारा 3 (1) (i), 3 (2) 3 (3) 3 (4) सपठित विधिविरुद्ध क्रियाकलाप (निवारण) अधिनियम, 1967 यथसंशोधित 2004 की धारा 10, 13, 16, 17, 18, 19, 20 और 23 सपठित भारतीय दंड संहिता की धारा 302, 307, 326, 325, 324, 427, 295, 121-ए, 153-ए, 120-बी, 505 (2) (3), 34 सपठित विस्फोटक अधिनियम, 1884 की धारा 6, 9बी सपठित विस्फोटक पदार्थ अधिनियम, 1908 की धारा 3, 4, 5, 6 सपठित पासपोर्ट अधिनियम, 1967 की धारा 12 (1) (सी) सपठित दंड विधि संशोधन अधिनियम की धारा 7 के अधीन निम्नलिखित अपराधों/मामलों :—

1. एन्टी टेरेरिस्ट स्कॉवड पुलिस स्टेशन अपराध सं. 7/2006 जिसमें निम्नलिखित अपराध शामिल हैं :

- (i) आजाद नगर पी. एस. सी. आर. सं. 95/2006
- (ii) आजाद नगर पी. एस. सी. आर. सं. 96/2006
- (iii) मालेगांव सिटी सी. आर. सं. II-3088/2006

तथा उक्त अपराधों से संबंधित अथवा संसक्त दुष्प्रेरणों और षडयंत्रों तथा उसी संव्यवहार के अनुक्रम में किए गए किसी अन्य अपराध/अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण महाराष्ट्र राज्य पर करती है।

[सं. 228/5/2007/-ए.वी.डी-II]

चंद्र प्रकाश, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 5th February 2007

S.O. 453.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Maharashtra conveyed *vide* Home Department Order dated 11th January 2007 hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the

State of Maharashtra for investigation of following offences/cases:

Anti Terrorist Squad Police Station Crime No.7/2006 comprising of the following crimes :—

- (i) Azad Nagar P.S.C.R. No.95/2006
- (ii) Azad Nagar P.S.C.R. No.96/2006
- (iii) Malegaon City C.R. No. 11-3088/2006

Under Sections 3(1)(i), 3(2), 3(3), 3(4) of MCOCA Act, 1999 r/w Sections 10, 13, 16, 17, 18, 19, 20 & 23 of the Unlawful Activities (Prevention) Act, 1967 as amended in 2004 r/w Sections 302, 307, 326, 325, 324, 427, 295, 121-A, 153-A, 120-B, 505(2)(3), 34 IPC r/w Sections 6, 9B of the Explosive Act, 1884 r/w Sections 3, 4, 5, 6 of the Explosive Substances Act, 1908 r/w Section 12(1)(c) of the Passports Act, 1967 r/w Section 7 of the Criminal Law Amendment Act regarding blasts that occurred at Malegaon, Distt. Nasik, Maharashtra, its abetments and conspiracies in relation to or in connection with the said offences and any other offence/offences committed in the course of the same transaction.

[No. 228/5/2007-AVD-II]

CHANDRA PRAKASH, Under Secy.

नई दिल्ली, 5 फरवरी, 2007

का.आ. 454.—केन्द्रीय सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए महाराष्ट्र राज्य सरकार के गृह विभाग आदेश दिनांक 11 जनवरी, 2007 द्वारा प्राप्त महाराष्ट्र राज्य सरकार की सहमति से श्री लक्ष्मण गुंडया राजकोंडवार के मकान लक्ष्मी नृसिंगा निवास, इरीगेशन कालोनी, पटबंधारे नगर, समीप तरोड नाका, नांदेड, महाराष्ट्र में हुए विस्फोट के संबंध में भारतीय दंड संहिता की धारा 304, 286, 338, 201, 202, 203, 212, 120-बी, 109, 34 सपठित विस्फोटक अधिनियम, की धारा 3, 4, 5, 6 भारतीय आयुध अधिनियम की धारा 3 और विधिविरुद्ध क्रियाकलाप (निवारण) अधिनियम, 1967 यथा संशोधित 2004 की धारा 18 और 23 के अधीन पुलिस स्टेशन भाग्यनगर, नांदेड के अपराध सं. 99/2006 तथा उक्त अपराधों से संबंधित अथवा संसक्त दुष्प्रेरणों और षडयंत्रों तथा उसी संव्यवहार के अनुक्रम में किए गए किसी अन्य अपराध/अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण महाराष्ट्र राज्य पर करती है।

[फा. सं. 228/5/2007-ए.वी.डी-II]

चंद्र प्रकाश, अवर सचिव

New Delhi, the 5th February, 2007

S.O. 454.— In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of

1946), the Central Government with the consent of the State Government of Maharashtra conveyed *vide* Home Department Order dated 11 th January, 2007 hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Maharashtra for investigation of Crime No. .99/2006 of P. S. Bhagyanagar, Nanded under Sections 304, 286, 338, 201, 202, 203, 212, 120-B, 109, 34 IPC read with Sections 3, 4, 5, 6 of Explosive Substances Act, Section 3 of Indian Arms Act and Section 18 and 23 of the Unlawful Activities (Prevention) Act, 1967 as amended in 2004 regarding the explosion that occurred at the house of Shri Laxman Gundya Rajkondwar, Lakshmi Nrishinga Niwas, Irrigation Colony, Patbandhare Nagar, Near Taroda Naka, Nanded, Maharashtra. its abetments and conspiracy in relation to or in connection with the said offences and any other offence/offences committed in the course of the same transaction or arising out of the same facts.

[No. 228/5/2007-AVD-II]

CHANDRA PRAKASH, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

केन्द्रीय उत्पाद शुल्क तथा सीमा शुल्क के मुख्य आयुक्त का कार्यालय

पुणे, 31 जनवरी, 2007

सं. 2/2007-सीमा शुल्क

का.आ. 455.—भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली द्वारा दिनांक 1-7-1994 को जारी अधिसूचना संख्या-33/94-सीमा शुल्क (नॉन टैरिफ) द्वारा मुझे प्रदत्त अधिकारों का प्रयोग करते हुए मैं, गोवा राज्य में, तालुका क्वेपम के ग्राम "शेल्वोना" को बेयरहाउस विनियम 1966 में दी गई निर्माण तथा अन्य गतिविधियों के लिए, सीमा शुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 के अधीन बेयर हाउसिंग स्टेशन घोषित करता हूँ।

[फा. सं. VIII/48-76/मु.आ.का/पुणे क्षेत्र/2006]

आर. शर्मा, मुख्य आयुक्त

MINISTRY OF FINANCE

(Department of Revenue)

**OFFICE OF THE CHIEF COMMISSIONER OF
CENTRAL EXCISE AND CUSTOMS**

Pune, the 31st January, 2007

No. 2/2007-Cus

S.O. 455.—In exercise of the powers conferred on me by Notification No. 33/94-Cus. (NT), dtd. 1-7-94 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi, I hereby declare village Shelvona (Xelvona), Taluka Quepem, Goa in the State of Goa to be a Warehousing Station, under Section 9, of the Customs Act, 1962 (52 of 1962), for Manufacture and Other Activities under Warehouse Regulations, 1966.

[F. No. VIII/48-76/CCU/PZ/2006]

R. SHARMA, Chief Commissioner

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 13 दिसम्बर, 2006

(आयकर)

का.आ. 456.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा "दि ट्राइएंगल टेनिस ट्रस्ट, चेन्नई" को निम्नलिखित शर्तों के अधीन कर निर्धारण वर्ष 2000-2001 तक 2002-2003 तक के लिए उक्त उप खंड के प्रयोजनार्थ अधिसूचित करती है।

(i) कर निर्धारिती अपनी आय का इस्तेमाल अथवा इस्तेमाल करने के लिए उसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगी जिनके लिए इसकी स्थापना की गई है तथा उस मामले में जहां इसकी पंद्रह प्रतिशत से अधिक आय 1 अप्रैल, 2002 के पहले दिन को या उसके पश्चात् एकत्र की गई है।

(ii) कर निर्धारिती उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से अपनी निधि (जेवर-जवाहरात, फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगी अथवा उसे जमा नहीं करेगी;

(iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार संस्था के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा पुस्तिकाएं नहीं रखी जाती हों;

(iv) कर निर्धारिती आय कर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आय कर प्राधिकारी के समक्ष दाखिल करेगा;

(v) विघटन की स्थिति में उसकी अतिरिक्त राशियां और परिसम्पत्तियां समान उद्देश्यों वाले किसी संगठन को दे दी जाएंगी।

[अधिसूचना सं. 367/2006/फा. सं. 196/3/2003-आयकर नि. I]

दीपक गर्ग, अवर सचिव

CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 13th December, 2006

(INCOME-TAX)

S.O. 456.—In exercise of powers conferred by the clause (23) of Section 10 of the Income-tax Act, 1961 (43 of 1961). The Central Government hereby notifies the "The Triangle Tennis Trust, Chennai" for the purpose of the said sub-clause for the assessment years 2000-2001 to 2002-2003 subject to the following conditions, namely :

(i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established ;

(ii) the assessee will not invest or deposit its fund (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any

period during the previous years relevant to the assessment years mentioned above other wise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;

(iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business;

(iv) the assessee will regularly file its return of income before the Income tax authority in accordance with the provisions of the Income-tax Act, 1961;

(v) that in the event of dissolution, its surplus and the assets will be given to a charitable organisation with similar objectives.

[Notification No. 367/2006/F. No. 196/3/2003-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 6 फरवरी, 2007

(आयकर)

का.आ. 457—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहां आगे उक्त अधिनियम कहा गया है) की धारा 80 झ क की उप-धारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का.आ. 193(अ), दिनांक 30 मार्च, 1999 के ज़रिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का.आ. 354(अ), दिनांक 1 अप्रैल, 2002 के ज़रिए भारत सरकार वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है;

और, जबकि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डवलपमेंट एंड इन्वेस्टमेंट कारपोरेशन लि. जिसका पंजीकृत कार्यालय उद्योग भवन, तिलक मार्ग, जयपुर-302005 में है, इंडस्ट्रियल एरिया अजीतगढ़, जिला-सीकर, राजस्थान-332001 में एक औद्योगिक पार्क का विकास कर रहा है;

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 9-5-2006 के पत्र सं. 15/97/2005-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क को अनुमोदित किया है;

अब इसलिए उक्त अधिनियम की धारा 80 झ क की उप-धारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स राजस्थान स्टेट इंडस्ट्रियल डवलपमेंट एंड इन्वेस्टमेंट कारपोरेशन लिमिटेड, जयपुर द्वारा विकसित तथा अनुमोदित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है।

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स राजस्थान स्टेट इंडस्ट्रियल डवलपमेंट एंड इन्वेस्टमेंट कारपोरेशन लिमिटेड, जयपुर द्वारा औद्योगिक पार्क गठित किए जाने हेतु अनुमोदन प्रदान किया गया है।

1. (i) औद्योगिक उपक्रम का नाम : राजस्थान स्टेट इंडस्ट्रियल डवलपमेंट एंड इन्वेस्टमेंट कारपोरेशन लिमिटेड

(ii) प्रस्तावित स्थान : इंडस्ट्रियल एरिया अजीतगढ़, जिला-सीकर, राजस्थान 332001

(iii) औद्योगिक पार्क का कुल क्षेत्रफल : 142.56 एकड़

(iv) प्रस्तावित कार्यकलाप :

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

क्रम सं.	एन आई सी संहिता अनुभाग	प्रभाग	समूह	श्रेणी	विवरण
क	2 एवं 3	—	—	—	विनिर्माण
(v)	औद्योगिक उपयोग के लिए प्रस्तावित आर्बटनीय क्षेत्र का प्रतिशत	:		72.28%	
(vi)	वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत	:		03.01%	
(vii)	औद्योगिक यूनिटों की न्यूनतम संख्या	:		85 यूनिटें	
(viii)	प्रस्तावित कुल निवेश (राशि रुपए में)	:		4,94,21,000/-	
(ix)	औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रुपए में)	:		शून्य	
(x)	अवसंरचनात्मक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रुपए में)	:		4,48,31,000/-	
(xi)	औद्योगिक पार्क के आरंभ होने की तिथि	:		31-12-2006	

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित अवसंरचना विकास पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. अवसंरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो निर्धारणीय हैं एवं वाणिज्यिक दृष्टि से उपलब्ध कराई जाती हैं।

4. दिनांक 1 अप्रैल, 2002 को का.आ. 354(अ) के पैराग्राफ 6 के उप-पैराग्राफ (ख) में निर्दिष्ट तालिका के कॉलम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50 से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों, जिनमें विदेशी निवेश संवर्धन बोर्ड अथवा भारतीय रिजर्व बैंक अथवा यथा समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट किसी प्राधिकरण के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश भी शामिल हैं, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा 1(vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत कर लाभ प्राप्त हो सकते हैं।

7. मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लिमिटेड, जयपुर उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उप-धारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1(xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होगा तो आयकर अधिनियम, 1961 की धारा 80 झ क की उप-धारा 4 (iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अन्तर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध रहेगा और मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लिमिटेड, जयपुर ऐसी किसी अवैधता की प्रतिक्रिया के लिए स्वयं ही जिम्मेदार होगा, यदि :

- (i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/त्रुटिपूर्ण सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।
- (ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु है जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया हो।

10. यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लिमिटेड, जयपुर (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतर्गती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतर्गती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतर्गती उपक्रम

के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट को संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसमें इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लिमिटेड, जयपुर किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देना।

[अधिसूचना सं. 19/2007/फा. सं. 178/136/2006-आ.क.नि.-1]

दीपक गर्ग, अवर सचिव

New Delhi, the 6th February, 2007

(INCOME-TAX)

S.O. 457.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for Industrial Park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) *vide* number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and *vide* number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006 ;

And whereas M/s. Rajasthan State Industrial Development and Investment Corporation Limited, having registered office at Udyog Bhawan, Tilak Marg, Jaipur- 302005 is developing an Industrial Park, at Industrial Area Ajeetgarh, District-Sikar, Rajasthan-332001;

And whereas the Central Government has approved the said Industrial Park *vide* Ministry of Commerce and Industry letter No. 15/97/2005-IP & ID dated 9-5-2006 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur, as an Industrial Park for the purposes of the said clause (iii).

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an Industrial Park by M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur.

1. (i) Name of the Industrial Undertaking : Rajasthan State Industrial Development and Investment Corporation Limited
- (ii) Proposed location : Industrial Area, Ajeetgarh, District Sikar, Rajasthan-332001

(iii) Area of Industrial Park : 142.56 Acres.

(iv) Proposed activities

Nature of Industrial activity with NIC Code

NIC Code					Description
S.No.	Section	Division	Group	Class	
A	2 and 3	—	—	—	Manufacturing

- (v) Percentage of allocable area earmarked for industrial use : 72.28%
- (vi) Percentage of allocable area earmarked for commercial use : 03.01%
- (vii) Minimum number of industrial units : 85 Units
- (viii) Total investments proposed (Amount in Rupees) : 4,94,21,000
- (ix) Investment on built-up space for industrial use (Amount in Rupees) : Nil
- (x) Investment on Infrastructure Development including investment on built-up space for industrial use (Amount in Rupees) : 4,48,31,000
- (xi) Proposed date of Commencement of the Industrial Park : 31-3-2006

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S. O. 354 (E), dated the 1st April, 2002, shall occupy more than fifty per cent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more State or Central Tax Laws.

5. Necessary approvals, including that for Foreign Direct Investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para I(vii) of this Notification, are located in the Industrial Park.

7. M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1(xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4(iii) of Section 80-IA of the Income-tax Act, 1961.

9. The approval will be invalid and M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur, shall be solely responsible for any repercussions of such invalidity, if :

- (i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.
- (ii) it is for the location of the Industrial Park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur, transfers the operation and maintenance of the Industrial Park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and

transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the Industrial Park.

[Notification No. 19/2007/F. No. 178/136/2006-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 6 फरवरी, 2007

(आयकर)

का.आ. 458—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहां आगे उक्त अधिनियम कहा गया है) की धारा 80 झ क की उप-धारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का.आ. 193(अ), दिनांक 30 मार्च, 1999 के ज़रिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का.आ. 354(अ), दिनांक 1 अप्रैल, 2002 के ज़रिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है;

और, जबकि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कारपोरेशन लिमिटेड, जिसका पंजीकृत कार्यालय उद्योग भवन, तिलक मार्ग, जयपुर-302005 में है, इंडस्ट्रियल एरिया सीतापुरा, फेस-III, जयपुर, राजस्थान में एक औद्योगिक पार्क का विकास कर रहा है;

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 24-4-2006 के पत्र सं. 15/192/2005-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क को अनुमोदित किया है;

अब इसलिए उक्त अधिनियम की धारा 80 झ क की उप-धारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड

इन्वेस्टमेंट कारपोरेशन लिमिटेड, जयपुर द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है।

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कारपोरेशन लिमिटेड, जयपुर द्वारा औद्योगिक पार्क गठित किए जाने हेतु अनुमोदन प्रदान किया गया है।

1. (i) औद्योगिक उपक्रम का नाम : राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कारपोरेशन लिमिटेड
- (ii) प्रस्तावित स्थान : इंडस्ट्रियल एरिया सीतापुरा, फेस-III, जयपुर राजस्थान
- (iii) औद्योगिक पार्क का कुल क्षेत्रफल : 425.31 एकड़
- (iv) प्रस्तावित कार्यकलाप :

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

क्रम सं.	एन आई सी संहिता				विवरण
	अनुभाग	प्रभाग	समूह	श्रेणी	
क	2 एवं 3	—	—	—	विनिर्माण
(v)	औद्योगिक उपयोग के लिए प्रस्तावित आबंटनीय क्षेत्र का प्रतिशत	:			77.44%
(vi)	वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत	:			04.71%
(vii)	औद्योगिक यूनितों की न्यूनतम संख्या	:			370 यूनितें
(viii)	प्रस्तावित कुल निवेश (राशि रुपए में)	:			5117.00 लाख
(ix)	औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रुपए में)	:			शून्य
(x)	अवसंरचनात्मक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रुपए में)	:			3513.49 लाख
(xi)	औद्योगिक पार्क के आरंभ होने की तिथि	:			31-3-2006

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित अवसंरचना विकास पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. अब संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो निर्धारणीय हैं एवं वाणिज्यिक दृष्टि से उपलब्ध कराई जाती हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354(अ) के पैराग्राफ 6 के उप-पैराग्राफ (ख) में निर्दिष्ट तालिका के कॉलम (2) में उल्लिखित कोई भी एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50 से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों, जिनमें विदेशी निवेश संवर्धन बोर्ड अथवा भारतीय रिजर्व बैंक अथवा यथा समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट किसी प्राधिकरण के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश भी शामिल हैं, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा 1(vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत कर लाभ प्राप्त हो सकते हैं।

7. मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लिमिटेड, जयपुर उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80झ क की उप-धारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1(xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होगा तो आयकर अधिनियम, 1961 की धारा 80 झ क की उप-धारा 4 (iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अन्तर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध रहेगा और मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लिमिटेड, जयपुर ऐसी किसी अवैधता की प्रतिक्रिया के लिए स्वयं ही जिम्मेदार होगा, यदि :

- (i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/त्रुटिपूर्ण सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।
- (ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु हो जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया हो।

10. यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लिमिटेड, जयपुर (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतरिती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतरिती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतरिती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट को संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसमें इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लिमिटेड, जयपुर किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देगा।

[अधिसूचना सं. 20/2007/फा. सं. 178/95/2006-आ.क.नि.-1]

दीपक गर्ग, अवर सचिव

New Delhi, the 6th February, 2007

(INCOME-TAX)

S.O. 458 .—Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for Industrial Park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. Rajasthan State Industrial Development and Investment Corporation Limited, having registered office at Udyog Bhawan, Tilak Marg, Jaipur- 302005 is developing an Industrial Park, at Industrial Area Sitapura, Phase-III, Jaipur, Rajasthan;

And whereas the Central Government has approved the said Industrial Park vide Ministry of Commerce and Industry letter No. 15/192/2005-IP & ID dated 24-4-2006 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of Sub-section (4) of Section 80-IA of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur, as an Industrial Park for the purposes of the said clause (iii).

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an Industrial Park by M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur.

1. (i) Name of the Industrial Undertaking : Rajasthan State Industrial Development & Investment Corporation Limited
- (ii) Proposed location : Industrial Area, Sitapura, Phase-III, Jaipur, Rajasthan
- (iii) Area of Industrial Park : 425.31 Acres.
- (iv) Proposed activities
- Nature of Industrial activity with NIC Code**

		NIC Code		Description
S.No.	Section	Division	Group	Class
A	2 & 3	—	—	— Manufacturing
(v)	Percentage of allocable area earmarked for Industrial use			77.44%
(vi)	Percentage of allocable area earmarked for commercial use			4.71%
(vii)	Minimum number of industrial units			370 Units
(viii)	Total investments proposed (Amount in Rupees)			5117.00 Lakhs
(ix)	Investment on built-up space for Industrial use (Amount in Rupees)			Nil
(x)	Investment on Infrastructure Development including investment on built-up space for Industrial use (Amount in Rupees)			3513.49 Lakhs
(xi)	Proposed date of Commencement of the Industrial Park			31-3-2006

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for Industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S. O. 354 (E), dated the 1st April, 2002, shall occupy more than fifty per cent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more State or Central Tax Laws.

5. Necessary approvals, including that for Foreign Direct Investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1(vii) of this Notification, are located in the Industrial Park.

7. M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of Sub-section (4) of Section 80-IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1(xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under Sub-section 4(iii) of Section 80-IA of the Income-tax Act, 1961.

9. The approval will be invalid and M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur, shall be solely responsible for any repercussions of such invalidity, if :

- the application on the basis of which the approval is accorded by the Central Government contains wrong information/ misinformation or some material information has not been provided in it.
- it is for the location of the Industrial Park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, transfers the operation and maintenance of the Industrial Park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the Industrial Park.

[Notification No. 20/2007/F.No.178/95/2006-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 6 फरवरी, 2007

(आयकर)

का.आ. 459—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहां आगे उक्त अधिनियम कहा गया है) की धारा 80 झ क की उप-धारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का.आ. 193(अ), दिनांक 30 मार्च, 1999 के ज़रिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का.आ. 354(अ), दिनांक 1 अप्रैल, 2002 के ज़रिए भारत सरकार वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है;

और, जबकि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कारपोरेशन लिमिटेड, जिसका पंजीकृत कार्यालय उद्योग भवन, तिलक मार्ग, जयपुर-302005 में है, इंडस्ट्रियल एरिया नीम का थाना, जिला-सीकर, राजस्थान में एक औद्योगिक पार्क का विकास कर रहा है;

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 9-5-2006 के पत्र सं. 15/98/2005-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क को अनुमोदित किया है;

अब इसलिए उक्त अधिनियम की धारा 80 झ क की उप-धारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कारपोरेशन लिमिटेड, जयपुर द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है।

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कारपोरेशन लिमिटेड, जयपुर द्वारा औद्योगिक पार्क गठित किए जाने हेतु अनुमोदन प्रदान किया गया है।

1. (i) औद्योगिक उपक्रम का नाम : राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कारपोरेशन लिमिटेड
- (ii) प्रस्तावित स्थान : इंडस्ट्रियल एरिया नीम का थाना, जिला-सीकर
- (iii) औद्योगिक पार्क का कुल क्षेत्रफल : 48.65 एकड़
- (iv) प्रस्तावित कार्यकलाप :

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

एन आई सी संहिता		विवरण	
क्रम सं.	अनुभाग	प्रभाग	श्रेणी
क	2 एवं 3	—	—
			विनिर्माण
(v)	औद्योगिक उपयोग के लिए प्रस्तावित आबंटनीय क्षेत्र का प्रतिशत	:	95.32%
(vi)	वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत	:	03.63%
(vii)	औद्योगिक यूनिटों की न्यूनतम संख्या	:	42 यूनिटें
(viii)	प्रस्तावित कुल निवेश (राशि रुपए में)	:	2,32,67,000
(ix)	औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रुपए में)	:	शून्य
(x)	अवसंरचनात्मक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रुपए में)	:	1,32,67,000
(xi)	औद्योगिक पार्क के आरंभ होने की तिथि	:	31-3-2006

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित अवसंरचना विकास पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. अवसंरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो निर्धारणीय हैं एवं वाणिज्यिक दृष्टि से उपलब्ध कराई जाती हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354(अ) के पैराग्राफ 6 के उप-पैराग्राफ (ख) में निर्दिष्ट तालिका के कॉलम (2) में उल्लिखित कोई भी एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50 से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य

अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड अथवा भारतीय रिजर्व बैंक अथवा यथा समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट किसी प्राधिकरण के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश भी शामिल हैं, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा 1(vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत कर लाभ प्राप्त हो सकते हैं।

7. मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लिमिटेड, जयपुर उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उप-धारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1(xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होगा तो आयकर अधिनियम, 1961 की धारा 80 झ क की उप-धारा 4 (iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अन्तर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध रहेगा और मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लिमिटेड, जयपुर ऐसी किसी अवैधता की प्रतिक्रिया के लिए स्वयं ही जिम्मेदार होगा, यदि :

- (i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/वृत्तिपूर्ण सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।
- (ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु हो जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया हो।

10. यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लिमिटेड, जयपुर (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतरिती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतरिती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतरिती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट को संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसमें इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लिमिटेड, जयपुर किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देना।

[अधिसूचना सं. 21/2007/फा. सं. 178/135/2006-आ.क.नि.-1]

दीपक गर्ग, अवर सचिव

New Delhi, the 6th February, 2007

(INCOME-TAX)

S.O. 459.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for Industrial Park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) *vide* number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and *vide* number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. Rajasthan State Industrial Development and Investment Corporation Limited, having registered office at Udyog Bhawan, Tilak Marg, Jaipur-302005 is developing an Industrial Park, at Industrial Area, Neem Ka Thana, District-Sikar, Rajasthan;

And whereas the Central Government has approved the said Industrial Park *vide* Ministry of Commerce and Industry letter No. 15/98/2005-IP & ID dated 9-5-2006 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur, as an Industrial Park for the purposes of the said clause (iii).

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an Industrial Park by M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur.

1. (i) Name of the Industrial Undertaking : Rajasthan State Industrial Development and Investment Corporation Limited
- (ii) Proposed location : Industrial Area, Neem Ka Thana, District-Sikar
- (iii) Area of Industrial Park : 48.65 Acres.
- (iv) Proposed activities

Nature of Industrial activity with NIC Code

		NIC Code		Description
S. No.	Section	Division	Group	Class
A	2 & 3	—	—	Manufacturing
(v)	Percentage of allocable area earmarked for Industrial use		:	95.32%
(vi)	Percentage of allocable area earmarked for commercial use		:	3.63%
(vii)	Minimum number of industrial units		:	42Units
(viii)	Total investments proposed (Amount in Rupees)		:	2,32,67,000/-
(ix)	Investment on built-up space for Industrial use (Amount in Rupees)		:	Nil
(x)	Investment on Infrastructure Development including investment on built-up space for industrial use (Amount in Rupees)		:	1,32,67,000/-
(xi)	Proposed date of Commencement of the Industrial Park		:	31-3-2006

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S. O. 354 (E), dated the 1st April, 2002, shall occupy more than fifty per cent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more State or Central Tax Laws.

5. Necessary approvals, including that for Foreign Direct Investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1(vii) of this Notification, are located in the Industrial Park.

7. M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of Sub-section (4) of Section 80-IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1(xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4(iii) of Section 80-IA of the Income-tax Act, 1961.

9. The approval will be invalid and M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur, shall be solely responsible for any repercussions of such invalidity, if :

(i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.

(ii) it is for the location of the Industrial Park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur, transfers the operation and maintenance of the Industrial Park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 alongwith a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the Industrial Park.

[Notification No. 21/2007/F. No. 178/135/2006-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 6 फरवरी, 2007

(आयकर)

का.आ. 460.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहाँ आगे उक्त अधिनियम कहा गया है) की धारा 80 झ क की उप-धारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का.आ. 193(अ), दिनांक 30 मार्च, 1999 के ज़रिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का.आ. 354(अ), दिनांक 1 अप्रैल, 2002 के ज़रिए भारत सरकार वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है;

और, जबकि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कारपोरेशन लि. जिसका पंजीकृत कार्यालय उद्योग भवन, तिलक मार्ग, जयपुर-302005 में है, आर आई आई सी ओ इंडस्ट्रियल एरिया रामपुर, मुन्डाना, भिवाडी, जिला-अलवर, राजस्थान-301019 में एक औद्योगिक पार्क का विकास कर रहा है;

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 4-5-2006 के पत्र सं. 15/95/2005-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क को अनुमोदित किया है;

अब इसलिए उक्त अधिनियम की धारा 80 झ क की उप-धारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कारपोरेशन लिमिटेड, जयपुर द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है।

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कारपोरेशन लिमिटेड, जयपुर द्वारा औद्योगिक पार्क गठित किए जाने हेतु अनुमोदन प्रदान किया गया है।

1. (i) औद्योगिक उपक्रम का नाम : राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कारपोरेशन लिमिटेड
- (ii) प्रस्तावित स्थान : आर आई आई सी ओ इंडस्ट्रियल एरिया रामपुर, मुन्डाना, भिवाडी, जिला-अलवर, राजस्थान-301019
- (iii) औद्योगिक पार्क का कुल क्षेत्रफल : 60.28 एकड़
- (iv) प्रस्तावित कार्यकलाप :

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

एन आई सी संहिता				विवरण	
क्रम सं.	अनुभाग	प्रभाग	समूह	श्रेणी	
क	2 एवं 3	—	—	—	विनिर्माण
(v)	औद्योगिक उपयोग के लिए प्रस्तावित आबंटनीय क्षेत्र का प्रतिशत	:		95.26%	
(vi)	वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत	:		01.86%	
(vii)	औद्योगिक यूनिटों की न्यूनतम संख्या	:		219 यूनिटें	
(viii)	प्रस्तावित कुल निवेश (राशि रुपए में)	:		6, 03, 45, 000/-	
(ix)	औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रुपए में)	:		शून्य	
(x)	अवसंरचनात्मक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रुपए में)	:		4,39,70,000/-	
(xi)	औद्योगिक पार्क के आरंभ होने की तिथि	:		31-03-2006	

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित अवसंरचना विकास पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. अव संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो निर्धारणीय हैं एवं वाणिज्यिक दृष्टि से उपलब्ध कराई जाती हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354(अ) के पैराग्राफ 6 के उप-पैराग्राफ (ख) में निर्दिष्ट तालिका के कॉलम (2) में उल्लिखित कोई भी एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50 से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों, जिनमें विदेशी निवेश संवर्धन बोर्ड अथवा भारतीय रिज़र्व बैंक अथवा यथा समय प्रवृत्त किसी कानून के

अन्तर्गत विनिर्दिष्ट किसी प्राधिकरण के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश भी शामिल हैं, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा 1(vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत कर लाभ प्राप्त हो सकते हैं।

7. मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लिमिटेड, जयपुर उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उप-धारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1(xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होगा तो आयकर अधिनियम, 1961 की धारा 80 झ क की उप-धारा 4 (iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अन्तर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध रहेगा और मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लिमिटेड, जयपुर ऐसी किसी अवैधता की प्रतिक्रिया के लिए स्वयं ही जिम्मेदार होगा, यदि :

(i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/त्रुटिपूर्ण सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।

(ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु है जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया हो।

10. यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लिमिटेड, जयपुर (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतरिती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतरिती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतरिती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट को संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसमें इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लिमिटेड, जयपुर किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देना।

[अधिसूचना सं. 22/2007/फा. सं. 178/97/2006-आ.क.नि.-I]

दीपक गर्ग, अवर सचिव

New Delhi, the 6th February, 2007

(INCOME-TAX)

S.O. 460.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for Industrial Park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006 ;

And whereas M/s. Rajasthan State Industrial Development and Investment Corporation Limited, having registered office at Udyog Bhawan, Tilak Marg, Jaipur- 302005 is developing an Industrial Park, at RIICO Industrial Area Rampur, Mundana, Bhiwadi, District-Alwar, Rajasthan-301019 ;

And whereas the Central Government has approved the said Industrial Park vide Ministry of Commerce and Industry letter No. 15/95/2005-IP & ID dated 4-5-2006 subject to the terms and conditions mentioned in the annexure to this notification ;

Now, therefore, in exercise of the powers conferred by clause (iii) of Sub-section (4) of Section 80-IA of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur, as an Industrial Park for the purposes of the said clause (iii).

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an Industrial Park by M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur.

1. (i) Name of the Industrial Undertaking : Rajasthan State Industrial Development and Investment Corporation Limited
- (ii) Proposed location : RIICO Industrial Area, Rampur, Mundana, Bhiwadi, District-Alwar, Rajasthan-301019
- (iii) Area of Industrial Park : 60.28 Acres.
- (iv) Proposed activities :

Nature of Industrial activity with NIC Code

S.No.	Section	NIC Code		Description
		Division	Group	
A	2 & 3	—	—	Manufacturing
(v)	Percentage of allocable area earmarked for industrial use			: 95.26%
(vi)	Percentage of allocable area earmarked for commercial use			: 1.86%
(vii)	Minimum number of industrial units			: 219 Units
(viii)	Total investments proposed (Amount in Rupees)			: 6,03,45,000
(ix)	Investment on built-up space for industrial use (Amount in Rupees)			: Nil
(x)	Investment on Infrastructure Development including investment on built-up space for industrial use (Amount in Rupees)			: 4,39,70,000
(xi)	Proposed date of Commencement of the Industrial Park			: 31-03-2006

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S. O. 354 (E), dated the 1st April, 2002, shall occupy more than fifty per cent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more State or Central Tax Laws.

5. Necessary approvals, including that for Foreign Direct Investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1(vii) of this Notification, are located in the Industrial Park.

7. M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur, shall continue to operate the Industrial Park during the period in which

the benefits under clause (iii) of Sub-section (4) of Section 80-IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1(xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under Sub-section 4(iii) of Section 80-IA of the Income-tax Act, 1961.

9. The approval will be invalid and M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur, shall be solely responsible for any repercussions of such invalidity, if :

- the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.
- it is for the location of the Industrial Park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur, transfers the operation and maintenance of the Industrial Park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the Industrial Park.

[Notification No. 22/2007/F. No. 178/97/2006-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 9 फरवरी, 2007

(आयकर)

का.आ. 461.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहां आगे उक्त अधिनियम कहा गया है) की धारा 80 झ क की उप-धारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का.आ. 193(अ) दिनांक 30 मार्च, 1999 के ज़रिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का.आ. 354(अ), दिनांक 1 अप्रैल, 2002 के ज़रिए भारत

सरकार वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है;

और, जबकि, मैसर्स पालीवाल ओवरसीज प्राइवेट लिमिटेड, जिसका पंजीकृत कार्यालय बी-14, ग्रेटर कैलाश-1, नई दिल्ली-110048 में है, आर एम जेड टिटानियम, 135, एयरपोर्ट रोड, बंगलौर, कर्नाटक-560017 में एक औद्योगिक पार्क का विकास कर रहा है;

और, जबकि, केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 05-12-2006 के पत्र सं. 15/73/2006-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क अनुमोदित किया है;

अब, इसलिए उक्त अधिनियम की धारा 80 झ क की उप-धारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स पालीवाल ओवरसीज प्राइवेट लिमिटेड, नई दिल्ली द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है।

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स पालीवाल ओवरसीज प्राइवेट लिमिटेड, नई दिल्ली द्वारा औद्योगिक पार्क गठित किए जाने हेतु अनुमोदन प्रदान किया है।

1. (i) औद्योगिक उपक्रम का नाम : पालीवाल ओवरसीज प्राइवेट लिमिटेड
- (ii) प्रस्तावित स्थान : आर एम जेड टिटानियम, 135, एयरपोर्ट रोड, बंगलौर, कर्नाटक-560017
- (iii) औद्योगिक पार्क का क्षेत्रफल : 30,336.30 वर्ग मीटर
- (iv) प्रस्तावित कार्यकलाप :

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

एन आई सी संहिता				विवरण
क्रम सं.	अनुभाग	प्रभाग	समूह	श्रेणी
क	8	89	892	- डाटा प्रोसेसिंग सॉफ्टवेयर डेवलप-मेंट और कंप्यूटर परामर्शदात्री सेवाएं
ख	8	89	893	- कारोबार और प्रबंधन परामर्श-दात्री कार्यकलाप
ग	8	89	895	- तकनीकी परीक्षण और विश्लेषण सेवाएं

- (v) औद्योगिक उपयोग के लिए : 100% प्रस्तावित आबंटनीय क्षेत्र का प्रतिशत
- (vi) वाणिज्यिक उपयोग के लिए : शून्य निर्धारित भूमि का प्रतिशत
- (vii) औद्योगिक यूनिटों की : 05 यूनिटें न्यूनतम संख्या
- (viii) प्रस्तावित कुल निवेश (राशि : 85,00,43,700 रुपए में)
- (ix) औद्योगिक उपयोग के लिए : 62,38,59,375 निर्मित स्थान पर निवेश (राशि रुपए में)
- (x) अवसंरचनात्मक विकास पर : 85,00,43,740 निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रुपए में)
- (xi) औद्योगिक पार्क के आरंभ : 20-9-2003 होने की तिथि

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित अवसंरचना विकास पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. अवसंरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो निर्धारणीय हैं एवं वाणिज्यिक दृष्टि से उपलब्ध कराई जाती हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354(अ) के पैराग्राफ 6 के उप-पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई भी एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50 से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कंपनी से है।

5. आवश्यक अनुमोदनों, जिनमें विदेशी निवेश संबर्धन बोर्ड अथवा भारतीय रिजर्व बैंक अथवा यथासमय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट किसी प्राधिकरण के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश भी शामिल है, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा (1)(vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत कर लाभ प्राप्त हो सकते हैं।

7. मैसर्स पालीवाल ओवरसीज प्राइवेट लिमिटेड, नई दिल्ली उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उप-धारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा I (xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होगा तो आयकर अधिनियम, 1961 की धारा 80 झ क की उप-धारा 4(iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अन्तर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध रहेगा और मैसर्स पालीवाल ओवरसीज प्राइवेट लिमिटेड, नई दिल्ली ऐसी किसी अवैधता की प्रतिक्रिया के लिए स्वयं ही जिम्मेदार होगा, यदि

- (i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/ त्रुटिपूर्ण सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।
- (ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु हो जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया हो।

10. यदि मैसर्स पालीवाल ओवरसीज प्राइवेट लिमिटेड, नई दिल्ली (अर्थात् अंतरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतरिती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतरिती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतरिती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट को संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसमें इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स पालीवाल ओवरसीज प्राइवेट लिमिटेड, नई दिल्ली किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देना।

[अधिसूचना सं. 24/2007/फा. सं. 178/02/2007-आ.क.नि.-I]

दीपक गर्ग, अवर सचिव

New Delhi, the 9th February, 2007

(INCOME-TAX)

S.O. 461.—Whereas, the Central Government in exercise of the powers conferred by clause (iii) of Sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for Industrial Park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide number S.O. 354(E) dated the 1st day of April, 2002,

for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And, whereas, M/s. Paliwal Overseas Private Limited, having registered office at B-14, Greater Kailash-I, New Delhi-110048 is developing an Industrial Park, at RMZ Titanium, 135, Airport Road, Bangalore, Karnataka-560017;

And, whereas, the Central Government has approved the said Industrial Park vide Ministry of Commerce and Industry letter No. 15/73/2006- ID dated 5-12-2006 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of Sub-section (4) of Section 80-IA of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Paliwal Overseas Private Limited, New Delhi, as an Industrial Park for the purposes of the said clause (iii).

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an Industrial Park by M/s. Paliwal Overseas Private Limited.

1. (i) Name of the Industrial Undertaking : Paliwal Overseas Private Limited,
- (ii) Proposed location : RMZ, Titanium, 135, Airport Road, Bangalore, Karnataka-560017
- (iii) Area of Industrial Park : 30,336.30 Square Meters
- (iv) Proposed activities

Nature of Industrial activity with NIC Code

NIC Code				Description
S.No.	Section	Division	Group	Class
A	8	89	892	— Data processing Software development and computer consultancy service.
B	8	89	893	— Business and management consultancy activities.
C	8	89	895	— Technical testing and analysis services.

- (v) Percentage of allocable area earmarked for industrial use : 100%

- (vi) Percentage of allocable area earmarked for commercial use : Nil

- (vii) Minimum number of industrial : 05 Units
units
- (viii) Total investments proposed : 85,00,43,740
(Amount in Rupees)
- (ix) Investment on built up space : 62,38,59,375
for industrial use
(Amount in Rupees)
- (x) Investment on Infrastructure : 85,00,43,740
Development including
investment on built up space
for industrial use
(Amount in Rupees)
- (xi) Proposed date of : 20-09-2003
commencement of the
Industrial Park

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S.O. 354(E), dated the 1st April, 2002, shall occupy more than fifty per cent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more State or Central Tax Laws.

5. Necessary approvals, including that for foreign direct investment or Non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1(vii) of this Notification, are located in the Industrial Park.

7. M/s. Paliwal Overseas Private Limited, New Delhi, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of Sub-section (4) of Section 80-IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1(xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under Sub-section 4(iii) of Section 80-IA of the Income-tax Act, 1961.

9. The approval will be invalid and M/s. Paliwal

Overseas Private Limited, New Delhi, shall be solely responsible for any repercussions of such invalidity, if

- (i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it;
- (ii) it is for the location of the Industrial Park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Paliwal Overseas Private Limited, New Delhi, transfers the operation and maintenance of the Industrial Park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Paliwal Overseas Private Limited, New Delhi, to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the Industrial Park.

[Notification No. 24/2007/F. No. 178/02/2007-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 9 फरवरी, 2007

(आयकर)

का.आ. 462.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहां आगे उक्त अधिनियम कहा गया है) की धारा 80 झ क की उप-धारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथै 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का.आ. 193(अ) दिनांक 30 मार्च, 1999 के ज़रिए तथा, 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का.आ. 354(अ), दिनांक 1 अप्रैल, 2002 के ज़रिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है ;

और जबकि मैसर्स फाइनैस्ट प्रोमोटर्स प्राइवेट लिमिटेड, जिसका पंजीकृत कार्यालय 52बी, ओखला इंडस्ट्रियल एस्टेट, फेस-III, नई दिल्ली-110020 में है, खसरा नं. 1961/2 एवं 1962/1, सेक्टर 54, तालुका-गुडगाँव, जिला-गुडगाँव, हरियाणा-122001 में एक औद्योगिक पार्क का विकास कर रहा है;

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में

उल्लिखित शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 5-12-2006 के पत्र सं. 15/29/2006-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क को अनुमोदित किया है;

अब इसलिए उक्त अधिनियम की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स फाइनैस्ट प्रमोटर्स प्राइवेट लिमिटेड, नई दिल्ली द्वारा विकसित तथा अनुसूचित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है।

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स फाइनैस्ट प्रमोटर्स प्राइवेट लिमिटेड, नई दिल्ली द्वारा औद्योगिक पार्क गठित किए जाने हेतु अनुमोदन प्रदान किया गया है।

1. (i) औद्योगिक उपक्रम का नाम : फाइनैस्ट प्रमोटर्स प्राइवेट लिमिटेड,
 - (ii) प्रस्तावित स्थान : खसरा न. 1961/2 एवं 1962/1, सैक्टर 54, तालुका-गुडगाँव, जिला-गुडगाँव, हरियाणा-122001
 - (iii) औद्योगिक पार्क का कुल क्षेत्रफल : 24299.75 वर्ग मीटर
 - (iv) प्रस्तावित कार्यकलाप :
- एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप**

एन आई सी संहिता		विवरण		
क्रम सं.	अनुभाग	प्रभाग	समूह	श्रेणी
क	7	75	—	संचार सेवाएं
ख	8	89	892	डाटा प्रोसेसिंग सॉफ्टवेयर डेवलपमेंट और कंप्यूटर परामर्शदात्री सेवाएं
ग	8	89	893	कारोबार और प्रबंधन परामर्शदात्री कार्यकलाप
घ	8	89	894	वास्तुकला और इंजीनियरिंग तथा अन्य तकनीकी परामर्शदात्री सेवाएं
ङ	8	89	895	तकनीकी परीक्षण और विश्लेषण सेवाएं
(v)	औद्योगिक उपयोग के लिए प्रस्तावित आबांटीय क्षेत्र का प्रतिशत	:	90.01%	
(vi)	वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत	:	9.99%	

- (vii) औद्योगिक यूनिटों की न्यूनतम संख्या : 03 यूनिटें
- (viii) प्रस्तावित कुल निवेश (राशि रुपए में) : 40.50 करोड़
- (ix) औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रुपए में) : 16.09 करोड़
- (x) अवसंरचनात्मक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रुपए में) : 37.36 करोड़
- (xi) औद्योगिक पार्क के आरंभ होने की तिथि : मार्च, 2006

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित अवसंरचना विकास पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. अवसंरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो निर्धारणीय हैं एवं वाणिज्यिक दृष्टि से उपलब्ध कराई जाती हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354(अ) के पैराग्राफ 6 के उप-पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई भी एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50 से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों, जिनमें विदेशी निवेश संवर्धन बोर्ड अथवा भारतीय रिजर्व बैंक अथवा यथा समय प्रवृत्त किसी कानून के अंतर्गत विनिर्दिष्ट किसी प्राधिकरण के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश भी शामिल हैं, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा 1(vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत कर लाभ प्राप्त हो सकते हैं।

7. मैसर्स फाइनैस्ट प्रमोटर्स प्राइवेट लिमिटेड, नई दिल्ली उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1(xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होगा तो आयकर अधिनियम, 1961 की धारा 80 झ क की उप-धारा 4(iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अंतर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध रहेगा और मैसर्स फाइनैस्ट प्रमोटर्स प्राइवेट लिमिटेड, नई दिल्ली ऐसी अवैधता की प्रतिक्रिया के लिए स्वयं ही जिम्मेदार होगा, यदि—

- (i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/वृद्धिपूर्ण सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।
- (ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु हो जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया हो।

10. यदि मैसर्स फाइनेस्ट प्रोमोटर्स प्राइवेट लिमिटेड, नई दिल्ली (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतर्गती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतर्गती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतर्गती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट को संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसमें इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स फाइनेस्ट प्रोमोटर्स प्राइवेट लिमिटेड, नई दिल्ली किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देगा।

[अधिसूचना सं. 25/2007/फा. सं. 178/03/2007-आ.क.नि.-I]

दीपक गर्ग, अवर सचिव

New Delhi, the 9th February, 2007

(INCOME-TAX)

S.O. 462.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for Industrial Park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) *vide* Number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and *vide* number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. Finest Promoters Private Limited, having registered office at 52-B, Okhla Industrial Estate, Phase-III, New Delhi-110020, is developing an industrial Park at Khasra No. 1961/2 & 1962/1, Sector 54, Taluka-Gurgaon, District-Gurgaon, Haryana-122001;

And whereas the Central Government has approved the said Industrial Park *vide* Ministry of Commerce and Industry letter No. 15/29/2006-ID dated 5-12-2006 subject

to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of Sub-section (4) of Section 80-IA of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Finest Promoters Private Limited, New Delhi, as an industrial park for the purposes of the said clause (iii).

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an Industrial Park by M/s. Finest Promoters Private Limited, New Delhi.

1. (i) Name of the Industrial Undertaking : Finest Promoters Private Limited
- (ii) Proposed location : Khasra No. 1961/2 and 1962/1, Sector 54, Taluka-Gurgaon, District-Gurgaon, Haryana-122001.
- (iii) Area of Industrial Park : 24299.75 Square Meters
- (iv) Proposed activities

Nature of Industrial Activity with NIC Code

NIC Code					Description
S. No.	Section	Division	Group	Class	
A	7	75	-	-	Communication Services
B	8	89	892	—	Data processing Software development and computer consultancy service.
C	8	89	893	—	Business and management consultancy activities.
D	8	89	894	—	Architectural and engineering and other technical consultancy activities.
E	8	89	895	—	Technical testing and analysis services.

- (v) Percentage of allocable area : 90.01%
earmarked for industrial use
- (vi) Percentage of allocable area : 9.99%
earmarked for commercial use
- (vii) Minimum number of industrial : 03 Units
units
- (viii) Total investments proposed : 40.50 Crores
(Amount in Rupees)
- (ix) Investment on built up space : 16.09 Crores
for industrial use
(Amount in Rupees)
- (x) Investment on Infrastructure : 37.36 Crores
Development including
investment on built up space
for industrial use
(Amount in Rupees)
- (xi) Proposed date of : March, 2006
Commencement of the
Industrial Park

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in Sub-paragraph (b) of paragraph 6 of S. O. 354 (E), dated the 1st April, 2002, shall occupy more than fifty per cent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more State or Central Tax Laws.

5. Necessary approvals, including that for Foreign Direct Investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1(vii) of this Notification, are located in the Industrial Park.

7. M/s. Finest Promoters Private Limited, New Delhi, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of Sub-section (4) of Section 80-IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1(xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under Sub-section 4(iii) of Section 80-IA of the Income-tax Act, 1961.

9. The approval will be invalid and M/s. Finest Promoters Private Limited, New Delhi, shall be solely responsible for any repercussions of such invalidity, if :

(i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.

(ii) it is for the location of the Industrial Park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Finest Promoters Private Limited, New Delhi, transfers the operation and maintenance of the Industrial Park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 alongwith a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Finest Promoters Private Limited, New Delhi, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the Industrial Park.

[Notification No. 25/2007/F. No. 178/03/2007-ITA-I]

DEEPAK GARG, Under Secy.

विद्युत मंत्रालय

नई दिल्ली, 1 फरवरी, 2007

का.आ. 463.—केन्द्र सरकार सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा-3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, विद्युत मंत्रालय, भारत सरकार की अधिसूचना संख्या जी. एस. आर. 326 दिनांक 15 सितंबर, 2004 में निम्नलिखित संशोधन करती है :—

उक्त अधिसूचना की सारणी में क्रम सं. 6 और संबंधित प्रविष्टियां निम्न से प्रतिस्थापित होंगी :—

"1. श्री पी. श्रीनिवास राव, प्रबंधक एनटीपीसी लिमिटेड झनौर- (मानव संसाधन), एनटीपीसी गांधार गैस विद्युत परियोजना, लिमिटेड, झनौर-गांधार गैस पावर झनौर, जिला भडूच, गुजरात प्रोजेक्ट के संपदा अधिकारी के रूप में द्वारा स्वामित्व प्राप्त/पट्टे पर/ किराये पर ली गई सभी भूमियां, क्वार्टर, एस्टेट, संपत्तियां और आवास।"

[फा. सं. 8/6/1992-थर्मल-1]

हरीश चन्द्र, संयुक्त सचिव

नोट : मूल अधिसूचना भारत के राजपत्र में जी. एस. आर. 326 दिनांक 15 सितंबर, 2004 के जरिए प्रकाशित की गई थी।

MINISTRY OF POWER

New Delhi, the 1st February, 2007

S.O. 463.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Power number G.S.R. 326 dated the 15th September, 2004 namely :—

In the said notification, in the Table, for serial number 1 and the entries relating thereto, the following, shall be substituted, namely :—

"1. Shri P. Srinivasa Rao, Manager (Human Resources), NTPC Limited, as Estate Officer for Jhanor-Gandhar Gas Power Project.	All lands, quarters, Estate Properties and accommodation owned/leased/rented by NTPC Limited, Jhanor-Gandhar Gas Power Project, Jhanor, District Bharuch, Gujarat."
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[F. No. 8/6/1992-Th-I]

HARISH CHANDRA, Jt. Secy.

Note : The principal notification was published in the Gazette of India vide number G.S.R. 326 dated the 15th September, 2004.

नई दिल्ली, 1 फरवरी, 2007

का.आ. 464.—केन्द्र सरकार सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा-3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, विद्युत मंत्रालय भारत सरकार की अधिसूचना संख्या एस.ओ. 1590 दिनांक 08 जुलाई, 1993 में निम्नलिखित संशोधन करती है :—

उक्त अधिसूचना की सारणी में क्रम सं. 6 और संबंधित प्रविष्टियां निम्न से प्रतिस्थापित होंगी :—

"6. श्री एम. पाटिल, प्रबंधक (मानव संसाधन), एनटीपीसी लिमिटेड, सिंगरौली सुपर थर्मल पावर प्रोजेक्ट	एनटीपीसी लिमिटेड के अलावा उसके द्वारा पट्टे पर लिए गए और डाकघर शक्तिनगर, जिला सोनभद्र, उत्तर प्रदेश, पिन-231222 सिंगरौली सुपर थर्मल पावर प्रोजेक्ट के प्रशासनिक नियंत्रण के अंतर्गत आने वाले सभी स्थान।"
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[फा. सं. 8/6/1992-थर्मल-1]

हरीश चन्द्र, संयुक्त सचिव

नोट : मूल अधिसूचना सं. एस.ओ. 1590 दिनांक 08 जुलाई, 1993 के जरिए भारत के राजपत्र में प्रकाशित की गई थी और यह पिछली बार अधिसूचना सं. एस.ओ. 2454, दिनांक 11 नवंबर, 1998 द्वारा संशोधित की गई थी।

New Delhi, the 1st February, 2007

S.O. 464.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Power number S.O. 1590 dated the 8th July, 1993 namely :—

In the said notification, in the Table, for serial number 6 and the entries relating thereto, the following shall be substituted, namely :—

"6. Shri M. Patil Manager, (Human Resources), NTPC Limited Singrauli Super Thermal Power Project.	All premises belonging to, or taken on lease by the NTPC Limited, and under the administrative control of its Singrauli Super Thermal Power Project at P.O. Shakti Nagar, District Sonbhadra, Uttar Pradesh, Pin: 231222."
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[F. No. 8/6/1992-Th-I]

HARISH CHANDRA, Jt. Secy.

Note : The principal notification was published in the Gazette of India vide number S.O. 1590 dated the 8th July, 1993 and last amended vide number S.O. 2454, dated the 11st November, 1998.

नई दिल्ली, 1 फरवरी, 2007

का.आ. 465.—केन्द्र सरकार सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा-3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, विद्युत मंत्रालय, भारत सरकार की अधिसूचना संख्या एस.ओ. 1590 दिनांक 08 जुलाई, 1993 में निम्नलिखित संशोधन करती है :—

उक्त अधिसूचना की सारणी में क्रम सं. 2 और संबंधित प्रविष्टियां निम्न से प्रतिस्थापित होंगी :—

“2. श्री अलोइज टोपनो, वरिष्ठ एनटीपीसी लिमिटेड द्वारा प्रबंधक (मानव संसाधन), फरक्का स्वामित्व प्राप्त/पट्टा/किराये सुपर थर्मल पावर स्टेशन, एन टी वाली सभी भूमि, क्वार्टर, पी सी लिमिटेड।
एस्टेट संपत्तियां तथा आवास अथवा फरक्का पुलिस स्टेशन, जिला मुर्शिदाबाद, पश्चिम बंगाल के अंतर्गत फरक्का सुपर थर्मल पावर स्टेशन। एनटीपीसी लि. द्वारा स्वामित्व प्राप्त, पट्टे वाली अथवा किराये वाली सभी भूमियां, क्वार्टर, एस्टेट संपत्तियां तथा अन्य आवास अथवा बैष्णव नगर, पुलिस थाना खेजुरियाघाट, जिला मालदा पश्चिम बंगाल के अंतर्गत सुपर थर्मल प्रोजेक्ट।”

[फा. सं. 8/6/1992-थर्मल-1]

हरीश चन्द्र, संयुक्त सचिव

नोट : मूल अधिसूचना सं. एस.ओ. 1590 दिनांक 08 जुलाई, 1993 को भारत के राजपत्र में प्रकाशित की गई थी और यह पिछली बार अधिसूचना सं. एस.ओ. 3123, दिनांक 29 नवंबर, 2004 द्वारा संशोधित की गई थी।

New Delhi, the 1st February, 2007

S.O. 465.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Power number S.O. 1590 dated the 8th July, 1993 namely :—

In the said notification, in the Table, for serial number 2 and the entries relating thereto, the following, shall be substituted, namely :—

“2. Shri Alois Topno, Manager (Human Resources), Farakka Super Thermal Power Station, NTPC Limited.

All Lands, quarters, Estate Properties and accommodations owned/Leased/rented by NTPC Limited, or Farakka Super Thermal Power Project in Farakka under the Farakka Police Station, District-Murshidabad, West Bengal. All lands, quarters, Estate Properties and other accommodations owned, leased or rented by NTPC Limited or Farakka Super Thermal Power Project in Khejuriaghat under the Baishnabnagar Police Station, District Malda, West Bengal.”

[F. No. 8/6/1992-Th-I]

HARISH CHANDRA, Jt. Secy.

Note : The principal notification was published in the Gazette of India vide number S.O. 1590 dated the 8th July, 1993 and last amended vide number S.O. 3123, dated the 29th November, 2004.

नई दिल्ली, 1 फरवरी, 2007

का.आ. 466.—केन्द्र सरकार सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा-3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, विद्युत मंत्रालय, भारत सरकार की अधिसूचना संख्या एस.ओ. 128 दिनांक 16 नवम्बर, 2000 में निम्नलिखित संशोधन करती है :—

उक्त अधिसूचना की सारणी में क्रम सं. 5 और संबंधित प्रविष्टियां निम्न से प्रतिस्थापित होंगी :—

“5. श्री अजय चन्द्र, वरिष्ठ प्रबंधक (मानव संसाधन), बदरपुर थर्मल पावर स्टेशन, एन टी पी सी लिमिटेड।

बदरपुर थर्मल पावर स्टेशन, और बदरपुर ताप विद्युत परियोजना, नई दिल्ली द्वारा स्वामित्व प्राप्त, पट्टा अथवा किराये वाली सभी भूमि, क्वार्टर, एस्टेट संपत्तियां और अन्य आवास और उनकी स्टाफ कॉलोनियां और शॉपिंग सेंटर, भारत इंडस्ट्रियल वर्क्स कॉलोनी और मोलड बंद लेबर कॉलोनी।”

[फा. सं. 8/6/1992-थर्मल-1]

हरीश चन्द्र, संयुक्त सचिव

नोट : मूल अधिसूचना भारत के राजपत्र में सं. का.आ. 128 दिनांक 16 नवम्बर, 2000 के जरिए प्रकाशित की गई थी और उसके बाद अधिसूचना सं. का.आ. 694(अ) दिनांक 10 जून, 2003 के जरिए संशोधित की गई थी।

New Delhi, the 1st February, 2007

S.O. 466.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Power number S.O. 128 dated the 16th November, 2000 namely :—

In the said notification, in the Table, for serial number 5 and the entries relating thereto, the following, shall be substituted, namely :—

“5. Shri Ajay Chandra, Senior Manager (Human Resources), Badarpur Thermal Power Station, NTPC Limited,	All Lands, Quarters, Estate Properties and other accommodations owned, Leased or rented by Badarpur Thermal Power Station and Badarpur thermal Power Project, New Delhi and their Staff Colonies and Shopping Centres, Bharat Industrial Works Colony and Molarband Labour Colony.”
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[F.No. 8/6/1992-Th-I]

HARISH CHANDRA, Jt. Secy.

Note: The principal notification was published in the Gazette of India vide number S.O. 128 dated the 16th November, 2000 and Subsequently amended vide number S.O. 694 (E) dated the 10th June, 2003.

नई दिल्ली, 1 फरवरी, 2007

का.आ. 467.—केन्द्र सरकार सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा-3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, विद्युत् मंत्रालय भारत सरकार की अधिसूचना संख्या का.आ. 1257, 27 मार्च, 2002 में निम्नलिखित संशोधन करता है :—

उक्त अधिसूचना की सारणी में क्रम सं. 5 और संबंधित प्रविष्टियां निम्न से प्रतिस्थापित होंगी :—

“5. श्री एस. एस. नरूला उप प्रबंधक (मानव संसाधन-कार्मिक सेवाएं), एनटीपीसी लिमिटेड, फरीदाबाद।	एनटीपीसी लिमिटेड के अथवा उसके द्वारा पट्टे पर लिए गए सभी स्थान तथा एनटीपीसी लि. फरीदाबाद परियोजना के प्रशासनिक नियंत्रण के अंतर्गत आने वाले सभी स्थान।”
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[फा. सं. 8/6/1992-थर्मल-I]

हरीश चन्द्र, संयुक्त सचिव

नोट : मूल अधिसूचना भारत के राजपत्र में का.आ. 1257 दिनांक 27 मार्च, 2002 के जरिए प्रकाशित की गई थी।

New Delhi, the 1st February, 2007

S.O. 467.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Power number S.O. 1257 dated the 27th March, 2002 namely :—

In the said notification, in the Table, for serial number 5 and the entries relating thereto, the following, shall be substituted, namely :—

“5. Shri S. S. Narula, Dy. Manager (Human Resources-Employees Services), NTPC Limited, Faridabad.	All premises belonging to or taken on lease by NTPC Limited and under the administrative control of its NTPC Limited, Faridabad Project.”
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[No. 8/6/1992-Th-I]

HARISH CHANDRA, Jt. Secy.

Note: The principal notification was published in the Gazette of India vide number S.O. 1257 dated the 27th March, 2002

संस्कृति मंत्रालय

(राजभाषा प्रभाग)

नई दिल्ली, 1 फरवरी, 2007

का.आ. 468.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उप नियम-4 के अनुसरण में संस्कृति मंत्रालय, के अधीन निम्नलिखित कार्यालय को जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती हैं :—

संरक्षण सहायक प्रथम,
भारतीय पुरातत्व सर्वेक्षण,
उदयपुर उपमंडल, (जयपुर मंडल)
1/37 गोवर्धन विलास,
उदयपुर (राजस्थान)

[फा. सं. 1-1/2005-हिन्दी]

मोहिनी हिंगोरानी, निदेशक (रा. भा.)

MINISTRY OF CULTURE

(O. L. SECTION)

New Delhi, the 1st February, 2007

S.O. 468.—In pursuance of Sub-rule (4) of rule 10 of the Official Language (use for Official purpose of the Union) Rules 1976, the Central Government hereby notifies the following office under the Ministry of Culture, more than 80% staff of which have acquired a working knowledge of Hindi,

O/o Conservation Assistant-1
Archaeological Survey of India,
Sub-Circle Udaipur, (Jaipur Circle)
1/37, Goverdhan Vilas,
Udaipur (Rajasthan)

[No. 1-I/2005-Hindi]

MOHINI HINGORANI, Director (OL)

संचार और सूचना प्रौद्योगिकी मंत्रालय

(दूरसंचार विभाग)

(राजभाषा अनुभाग)

नई दिल्ली, 7 फरवरी, 2007

का.आ. 469.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 (यथा संशोधित 1987) के नियम 10 (4) के अनुसरण में संचार और सूचना प्रौद्योगिकी मंत्रालय, दूरसंचार विभाग के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालय को, जिसमें 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है।

मुख्य महाप्रबंधक,
गुजरात दूरसंचार परिमंडल,
भा. सं. नि. लि.
अहमदाबाद
उपमंडल अभिर्यता, द्वारका

[फा. सं. ई-11016/1/2005-रा.भा.]

कीर्ती कुमार, उपमहानिदेशक (समन्वय एवं प्रशासन)

MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGY

(Department of Telecommunications)

(O.L. Section)

New Delhi, the 7th February 2007

S.O. 469.—In pursuance of rule 10(4) of the Official Language (Use for official purposes of the Union), Rules, 1976 (as amended 1987), the Central Government hereby

notifies the following Office under the administrative control of Ministry of Communications and Information Technology, Department of Telecommunications where more than 80% of staff have acquired working knowledge of Hindi.

Chief General Manager,
Gujarat Telecom. Circle,
B.S.N.L., Ahmedabad
Sub Divisional Engineer, Dawarka

[No. E-11016/1/2005-O.L.]

KIRTHY KUMAR, Dy. Director General,
(Coordination & Administration)

कृषि मंत्रालय

(कृषि अनुसंधान तथा शिक्षा विभाग)

ई दिल्ली, 29 जनवरी, 2007

का.आ. 470.—केन्द्रीय सरकार कृषि मंत्रालय, कृषि अनुसंधान एवं शिक्षा विभाग, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियमावली 1976 के नियम 10 के उप नियम-4 के अनुसरण में भारतीय कृषि अनुसंधान परिषद के निम्नलिखित कार्यालयों में हिंदी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80 प्रतिशत से अधिक हो जाने के फलस्वरूप उन्हें एतद्वारा अधिसूचित करती है :-

1. मक्का अनुसंधान निदेशालय, पूसा परिसर, नई दिल्ली
2. केन्द्रीय मात्स्यिकी प्रौद्योगिकी संस्थान का मुंबई अनुसंधान केन्द्र, वासी, नवी मुंबई

[फा. सं. 13-2/2002-हिन्दी]

आर. चौधरी, अवर सचिव

MINISTRY OF AGRICULTURE

(Department of Agricultural Research & Education)

New Delhi, the 29th January, 2007

S.O. 470.—In pursuance of Sub-rule (4) of Rule 10 of the Official Language (use for Official purpose of the Union) Rules 1976, the Central Government Ministry of Agriculture, Department of Agricultural Research & Education hereby notifies the following offices of the Indian Council of Agricultural Research where the percentage of Hindi knowing staff has gone above 80%.

1. Directorate of Maize Research, Pusa Complex, New Delhi.
2. Mumbai Research Centre of Central Institute of Fisheries Technology, Vashi, Navi Mumbai.

[F. No. 13-2/2002-Hindi]

R. CHAUDHURI, Under Secy.

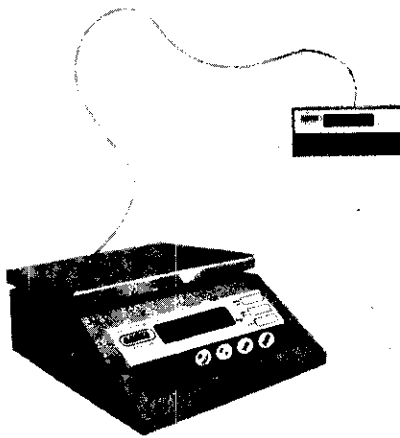
उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

नई दिल्ली, 21 नवम्बर, 2006

का.आ. 471.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स ओमेगा इलेक्ट्रॉनिक्स स्कैल्स कं. लि., 27 समारिन्द लेन, फोर्ट, मुम्बई-400 001 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "ओ पी डब्ल्यू-सिरिज-एच" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टोप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "ओमेगा" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/521 समानुद्देशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



उक्त मॉडल लोड सेल आधारित (ड्यूल रेंज) तोलन उपकरण है इसकी अधिकतम क्षमता 12 कि.ग्रा. और न्यूनतम क्षमता 25 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 6 कि. ग्रा. तक 0.5ग्रा. और 6 कि. ग्रा. से अधिक तथा 12 कि. ग्रा. तक 1 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्ध भी किया जाएगा और मॉडल को बेचने से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित/परिवर्धन नहीं किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) में प्रदत्त शक्तियों का प्रयोग करते हुए, यहाँ घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि. ग्रा. तक "ई" मान के लिए 100 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के "ई" मान के लिये 5000 से 50,000 तक की रेंज में मापमान (एन) अंतराल सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(160)/2006]

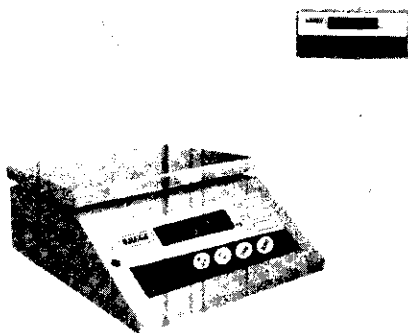
आर. माधुरबुधम, निदेशक, विधिक माप विज्ञान

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION**(Department of Consumer Affairs)**

New Delhi, the 21st November, 2006

S.O. 471.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic (Table top type) weighing instrument with digital indication of high accuracy (Accuracy class-II), series 'OTW-series-H' and with brand name "OMEGA" (hereinafter referred to as the said Model), manufactured by M/s. Omega Electronics Scales Co. Ltd., 27, Samarind Lane, Fort, Mumbai-400 001 and which is assigned the approval mark IND/09/06/521;



The said Model is a load cell based (dual range) weighing instrument with a maximum capacity of 12 kg. and minimum capacity of 25 g. The verification scale interval (e) is 0.5 g. upto 6 kg and 1g above 6 kg and upto 12 kg. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The Instrument operates on 230 Volts, 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity up to 50 kg and with number of verification scale interval (n) in the range of 100 to 50000 for 'e' value of 1mg to 50 mg. and with number of verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100 mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

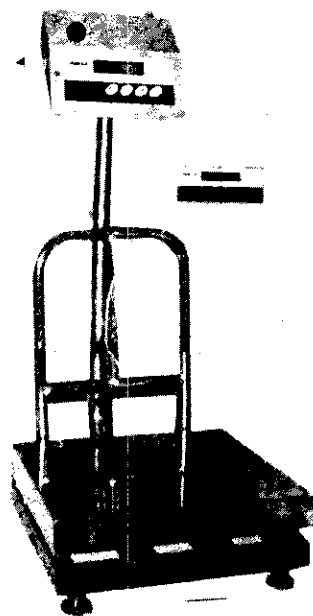
[F. No. WM-21(160)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 21 नवम्बर, 2006

का.आ. 472.--केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स ओमेगा इलैक्ट्रॉनिक्स स्कैल्स कं. लि., 27 समारिन्ड लेन, फोर्ट, मुम्बई-400 001 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "ओ पी डब्ल्यू-सिरिज-एच" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "ओमेगा" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/522 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



उक्त मॉडल विकृति गेज प्रकार का लोड सेल आधारित (ड्यूल रेंज) अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार है) इसकी अधिकतम क्षमता 1200 कि.ग्रा. और न्यूनतम क्षमता 2.5 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 600 कि. ग्रा. तक 50 ग्रा. और 600 कि. ग्रा. से अधिक तथा 1200 कि. ग्रा. तक 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्टज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बेचने से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित/परिवर्धन नहीं किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) में प्रदत्त शक्तियों का प्रयोग करते हुए, यहाँ घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में मापमान अंतराल (एन)सहित 50 कि. ग्रा. से अधिक और 5000 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

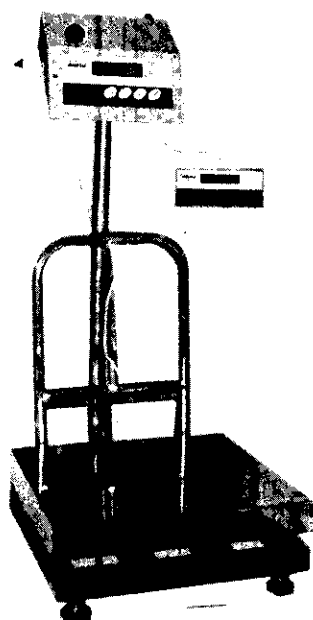
[फा. सं. डब्ल्यू एम-21(160)/2006]

आर. माधुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 21st November, 2006

S.O. 472.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic Weighing instrument (Platform type) with digital indication of "OTW-series-H" series of high accuracy (Accuracy Class-II) and with brand name "OMEGA" (hereinafter referred to as the said Model), manufactured by M/s. Omega Electronics Scales Co. Ltd., 27, Samarind Lane, Fort, Mumbai-400 001 and which is assigned the approval mark IND/09/06/522;



The said Model is a strain gauge type load cell based (dual range) non-automatic weighing instrument (Platform type) with a maximum capacity of 1200kg. and minimum capacity of 2.5kg. The verification scale interval (e) upto 600kg. is 50g. and above 600kg. and upto 1200kg. is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices. The said Model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. or alteration of any other type before or after sales in India.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity ranging above 50kg. to 5000kg. and with number of verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design accuracy and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(160)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 21 नवम्बर, 2006

का.आ. 473.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स राजस्थान मेटल स्मैल्टिंग क., डी-80, रोड नं.-7, वी के आई एरिया, जयपुर-302 013, राजस्थान द्वारा विनिर्मित साधारण यथार्थता (यथार्थता वर्ग-III) वाले "आर एम" शृंखला के अनालोग सूचन सहित, अस्वचालित तोलन उपकरण (मैकेनिकल व्यक्ति तोलन-डायल प्रकार) के मॉडल का, जिसके ब्रांड का नाम "आर एम एस सी ओ" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/520; समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



उक्त मॉडल स्प्रिंग के सिद्धांत पर आधारित तोलन उपकरण है। इसकी अधिकतम क्षमता 125 कि.ग्रा. और न्यूनतम क्षमता 5 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 0.5 कि. ग्रा. है। परिणाम प्रदर्शित करने के लिये एक डायल लगा है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बेचने से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित/परिवर्धन नहीं किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 100 से 1000 तक के रेंज में सत्यापन मान अंतराल (एन) सहित 100 कि. ग्रा. से अधिक और 150 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

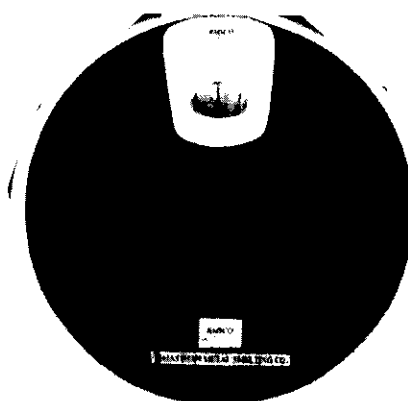
[फा. सं. डब्ल्यू एम-21(203)/2006]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 21st November, 2006

S.O. 473.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument with analogue indication (Mechanical person weighing machine-Dial type) of "RM" series of ordinary accuracy (Accuracy Class-III) and with brand name "RMSCO" (herein after referred to as the said Model), manufactured by M/s. Rajasthan Metal Smelting Co., D-80, Road No. 7, VKI Area, Jaipur-302 013, Rajasthan and which is assigned the approval mark IND/09/06/520;



The said Model is a weighing instrument working on the principle of spring with a maximum capacity of 125 kg and minimum capacity of 5kg. The verification scale interval (e) is 0.5kg. The result of measurement is indicated by a dial.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices, and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity in the range of 100kg to 150kg and with number of verification scale interval (n) in the range of 100 to 1000 for 'e' value of 5g or more and with 'e' value 1×10^k , 2×10^k , 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved said Model has been manufactured.

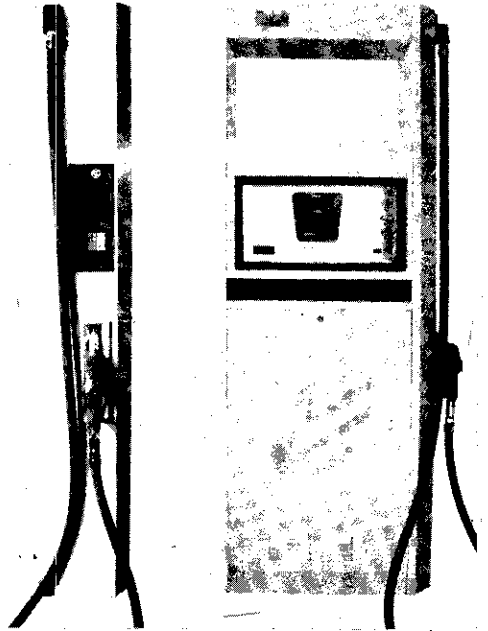
[F. No. WM-21(203)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 28 नवम्बर, 2006

का.आ. 474.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एपलेब लिमिटेड, एपलेब हाउस, ए/5, वागले इंडस्ट्रियल एस्टेट, थाणे-400 604 द्वारा विनिर्मित "एस डब्ल्यू ए डी ई एस-1-21221" शृंखला के अंकक सूचन सहित डिस्पेंसिंग पम्प के मॉडल का, जिसके ब्रांड का नाम "एस डब्ल्यू ए डी ई एस-1-हाई होस" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/528 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



SWADES I High Hose Standard Duty with Electro-Mechanical Totaliser
(Single Product / Single Hose)

Model No : SWADES I - 21221

उक्त मॉडल एक इलैक्ट्रॉनिक फ्यूल डिस्पेंसर (स्टैंडर्ड ड्यूटी) है जो चार पिस्टन पोजिटिव डिस्पलेस्मेंट मीटरिंग यूनिट पर आधारित है। पम्प में मोनो/एक नोज़ल लगा है तथा ओपशनल फीचर जैसे प्रिसेट, नोन प्रिसेट, इलैक्ट्रो मैकेनिकल टोटलाइजर (ई एम टी), इलैक्ट्रॉनिक टोटलाइजर, घनत्व प्रदर्श (स्थिर प्रदर्श), मूल्य प्रति लीटर (स्थिर प्रदर्श) प्रिन्टर फॉसिलिटी के साथ लगे हैं। उक्त मॉडल की अधिकतम प्रवाह दर प्रत्येक होस के लिये 45 लीटर प्रति मिनट तथा न्यूनतम प्रवाह दर 4 लीटर प्रति मिनट है और इसका न्यूनतम प्रभाग 10 मि. लीटर है। उक्त मॉडल में उपदर्शन 6 डिजिट के द्वारा मूल्य के लिये रुपये में, 5 डिजिट के द्वारा मात्रा के लिये लीटर में (6 डिजिट-ओपशनल), 4 डिजिट के द्वारा कीमत प्रति लीटर के लिये और 4 डिजिट के द्वारा घनत्व के लिये है। लिक्विड क्रिस्टल डायोड (एल सी डी) प्रदर्श परिणाम उपदर्शित करता है। उक्त मॉडल में मीटरिंग यूनिट के लिये कंवेनशनल मैकेनिकल केलिब्रेशन डिवाइस के अतिरिक्त आयतन केलिब्रेशन करने के लिये इलैक्ट्रॉनिक डिवाइस लगी है जो इलैक्ट्रॉनिक रजिस्टर असेंबली के अन्दर बनी हुई है। उपकरण 230 वोल्ट, 50 हर्टज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बेचने से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाईन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तन/परिवर्धन नहीं किया जाएगा।

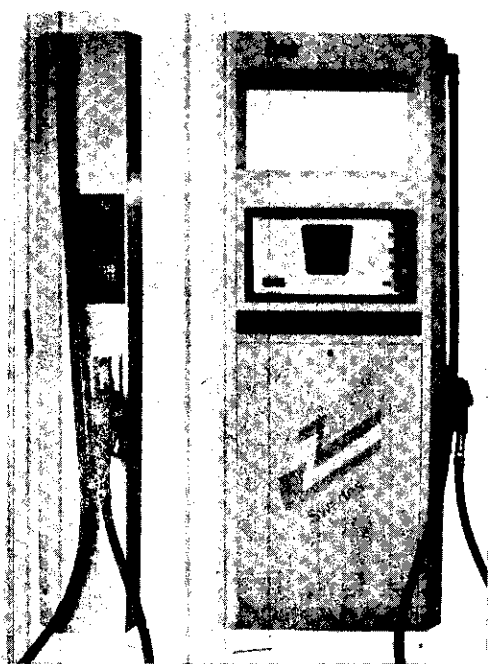
[फा. सं. डब्ल्यू एम-21(205)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 28th November, 2006

S.O. 474.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of Dispensing Pump digital indication with brand name "SWADES-I-HIGH HOSE" of "SWADES I-21221" series (hereinafter referred to as the said Model), manufactured by M/s. Aplab Limited, Aplab House, A/5, Wagle Industrial Estate, Thane-400 604 Maharashtra and which is assigned the approval mark IND/09/06/528;



SWADES I-21221 Standard Duty with Electro Mechanical Totaliser
(Single Product & Single Hose)

The said model is an Electronic Fuel Dispenser (Standard Duty). It is based on the 4 piston positive displacement metering unit. The pump consists of mono/single nozzle and is provided with optional features like preset, non-preset electro mechanical totalizer (EMT), electronic totalizer, density display (static display), Rate per litre (static display) with printer facility. It has maximum flow rate 45 litre per minute and minimum flow rate 4 litre per minute. The smallest division is 10 ml. It has indication of 6 digits for amount in Rupees, 5 digits for quantity in litres (6 digits optional), 4 digits for rate per litre and 4 digits for density. The indications of the measurements are displayed on liquid crystal diode (LCD) Display. The said model has provision of volume calibration by electronic device built into electronic register assembly, in addition to the conventional mechanical calibration device for metering unit. The instrument operates on 230 Volts and 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

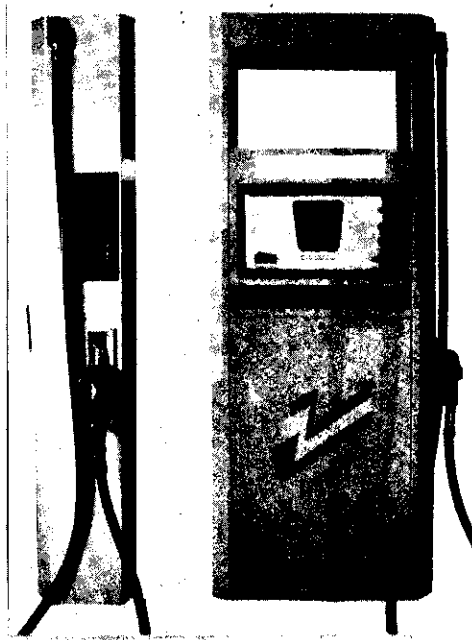
[F. No. WM-21(205)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 28 नवम्बर, 2006

का.आ. 475.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एप्लेब लिमिटेड, एप्लेब हाउस, ए/5, वागले इंडस्ट्रियल एस्टेट, धाणे-400 604 द्वारा विनिर्मित "एस डब्ल्यू ए डी ई एस-1-21222" शृंखला के अंकक सूचन सहित डिस्पेंसिंग पम्प के मॉडल का, जिसके ब्रांड का नाम "एस डब्ल्यू ए डी ई एस-1-हाई होस" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/529; समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



SWADES 1 High Hose Heavy Duty with Electro Mechanical Totaliser
(Single Product's Single Hose)

Model No : SWADES 1 - 21222

उक्त मॉडल एक इलैक्ट्रॉनिक फ्यूल डिस्पेंसर (हैवी ड्यूटी) है जो चार पिस्टन पोजिटिव डिसप्लेसमेंट मीटरिंग यूनिट पर आधारित है। पम्प में मोनो/एक नोजल लगा है तथा ऑपरेशनल फीचर जैसे प्रिसेट, नोन प्रिसेट, इलैक्ट्रो मैकेनिकल टोटलाइजर (ई एम टी), इलैक्ट्रॉनिक टोटलाइजर, घनत्व प्रदर्श (स्थिर प्रदर्श), मूल्य प्रति लीटर (स्थिर प्रदर्श) प्रिन्टर फेसिलिटी के साथ लगे हैं। उक्त मॉडल की अधिकतम प्रवाह दर प्रत्येक होस के लिये 80 लीटर प्रति मिनट तथा न्यूनतम प्रवाह दर 4 लीटर प्रति मिनट है और इसका न्यूनतम प्रभाग 10 मि. लीटर है। उक्त मॉडल में उपदर्शन 6 डिजिट के द्वारा मूल्य के लिये रुपये में, 5 डिजिट के द्वारा मात्रा के लिये लीटर में (6 डिजिट-ऑपरेशनल), 4 डिजिट के द्वारा कीमत प्रति लीटर के लिये और 4 डिजिट के द्वारा घनत्व के लिये है। लिक्विड क्रिस्टल डायोड (एल सी डी) प्रदर्श परिणाम उपदर्शित करता है। उक्त मॉडल में मीटरिंग यूनिट के लिये कंवेनशनल मैकेनिकल केलिब्रेशन डिवाइस के अतिरिक्त आयतन केलिब्रेशन करने के लिये इलैक्ट्रॉनिक डिवाइस लगी है जो इलैक्ट्रॉनिक रजिस्टर असेंबली के अन्दर बनी हुई है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बेचने से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, विप्यादन सिद्धांत आदि की शर्तों पर परिवर्तित/परिवर्धन नहीं किया जाएगा।

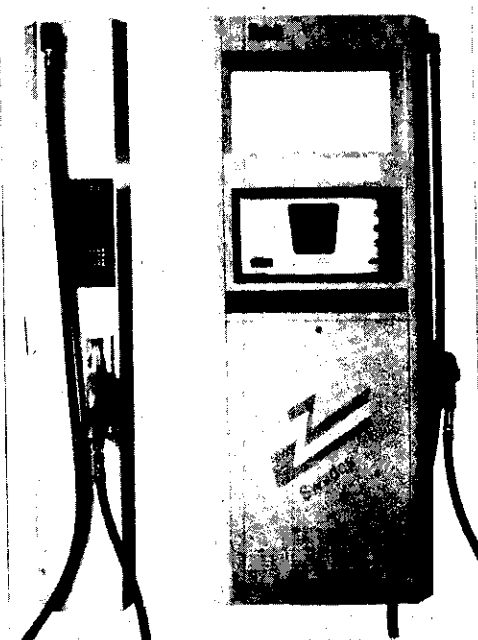
[फा. सं. डब्ल्यू एम-21(205)/2006]

आर. माधुरबुधम, निदेशक, विधिक माप विभाग

New Delhi, the 28th November, 2006

S.O. 475.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (*see the figure given below*) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of Dispensing Pump of digital indication with brand name "SWADES-I-HIGH HOSE" of "SWADES I-21222" series (hereinafter referred to as the said Model), manufactured by M/s. Aplab Limited, Aplab House, A/5, Wagle Industrial Estate, Thane-400 604 Maharashtra and which is assigned the approval mark IND/09/06/529;



SWADES I High Hose Heavy Duty with Electro Mechanical Totaliser
(Single Products Single Hose)

Model No : SWADES I - 21222

The said model is an Electronic Fuel Dispenser (Heavy Duty). It is based on the 4 piston positive displacement metering unit. The pump consists of mono/singe nozzle and is provided with optional features like preset, non-preset Electro Mechanical Totalizer (EMT), electronic totalizer, density display (static display), rate per litre (static display) with printer facility. It has maximum flow rate 80 litre per minute and minimum flow rate 4 litre per minute. The smallest division is 10 ml. It has indication of 6 digits for amount in Rupees, 5 digits for quantity in litres (6 digits-optional), 4 digits for rate per litre and 4 digits for density. The indications of the measurements are displayed on Liquid Crystal Diode (LCD) Display. The said model has provision of volume calibration by electronic device built into electronic register assembly, in addition to the conventional mechanical calibration device for metering unit. The instrument operates on 230 Volts and 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

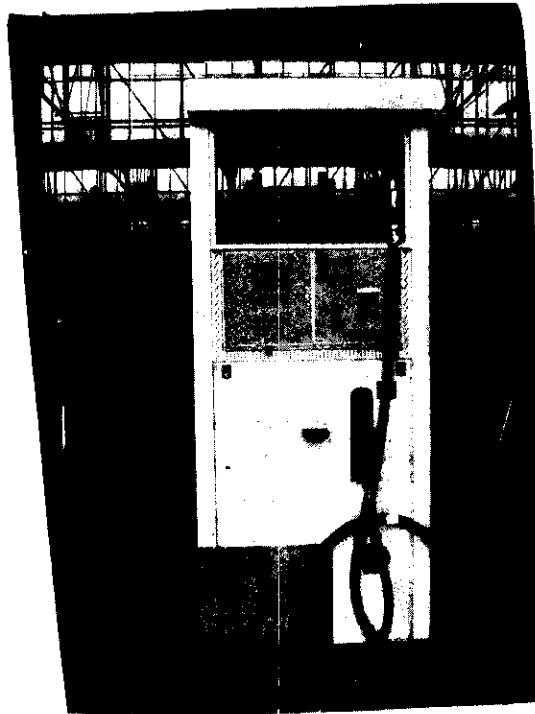
[F. No. WM-21(205)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 22 जनवरी, 2007

का.आ. 476.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स मरकनटाइल एंड इंडस्ट्रियल डेवलपमेंट कम्पनी लि., प्लॉट नं. 39/44, स्क्रीम-6, रोड-2, सिओन (ई), मुंबई-400022 द्वारा विनिर्मित “एमपीडी” शृंखला के अंकक सूचन सहित इलेक्ट्रॉनिक डिस्पेंसिंग पम्प के मॉडल का, जिसके ब्रांड का नाम “मिडको” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/410 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित/परिवर्धित नहीं किया जाएगा।

उक्त मॉडल एक इलेक्ट्रॉनिक डिस्पेंसिंग पम्प है जिसमें दो पिस्टन हैं जो पेट्रोलियम उत्पादों को मापने के लिए लिनियर मोशन को रोटरी मोशन में परिवर्तित करते हैं। लिक्विड क्रिस्टल डिस्प्ले (एल सी डी) प्रदर्शक तोलन परिणाम उपदर्शित करता है। इसका प्रवाह दर 50 एलपीएम से 80 एलपीएम है। इसकी अधिकायत आयत प्रदर्शक क्षमता 999.99 लीटर है और न्यूनतम प्रभाग 10 मि. लीटर है। आयत और मूल्य हास मापने के लिए इसमें एक प्रीसेट डिवाइस है। उक्त मॉडल में 7 अंकों का रिवरसीबल इलेक्ट्रो मैकेनिकल टोटलाइजर है।

[फा. सं. डब्ल्यू एम-21(143)/2005]

आर. माधुरबुधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd January, 2007

S.O. 476.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of Electronic Dispensing Pump of digital indication with brand name "MIDCO" of "MPD" series (hereinafter referred to as the said Model), manufactured by M/s. Mercantile and Industrial Development Company Limited, Plot No. 39/44, Scheme-6, Road-2, Sion (E), Mumbai-400022 and which is assigned the approval mark IND/09/06/410;



In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc. before or after sale.

The said model is an Electronic Dispensing Pump consisting two pistons converting linear motion in rotary motion to measure the petroleum products. The indications of the measurement are display on Liquid Crystal Diode (LCD) display. It flow rate 50 lpm to 80 lpm. Its maximum volume indicating capacity is 999.99 litres and smallest division is 10 ml. It has a preset device for measurement by volume and price. The said model consists of 7 digits non-reversible electro-mechanical totalizer.

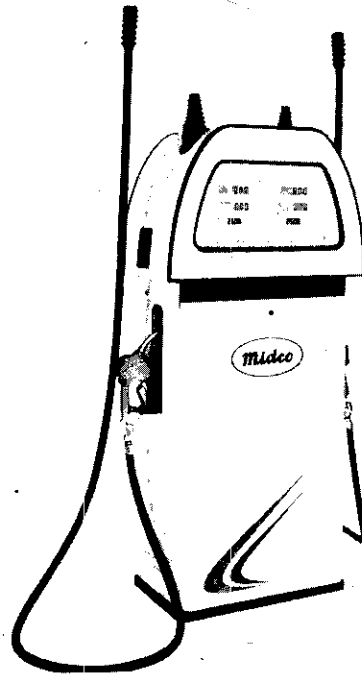
[F. No. WM-21(143)/2005]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 22 जनवरी, 2007

का.आ. 477.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स मरकनटाइल एंड इंडस्ट्रीयल डेवलपमेंट कम्पनी लि., प्लॉट नं. 39/44, स्कीम-6, रोड-2, सिओन (ई), मुंबई-200022 द्वारा विनिर्मित "एम ई बी" शृंखला के अंकक सूचक सहित इलैक्ट्रॉनिक डिस्पेंसिंग पम्प के मॉडल का, जिसके ब्रांड का नाम "मिडको" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/409 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्ध भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित/परिवर्धित नहीं किया जाएगा।

उक्त मॉडल एक इलैक्ट्रॉनिक डिस्पेंसिंग पम्प है जिसमें दो पिस्टन हैं जो पेट्रोलियम उत्पादों को मापने के लिए लिनियर मोशन को रोटरी मोशन में परिवर्तित करते हैं। लिक्विड क्रिस्टल डिस्प्ले (एल सी डी) प्रदर्शक तोलन परिणाम उपदर्शित करता है। इसका प्रवाह दर 50 एलपीएम से 80 एलपीएम है। इसकी अधिकायत आयत प्रदर्शक क्षमता 999.99 लीटर है और न्यूनतम प्रभाग 10 मि. लीटर है। आयत और मूल्य हास मापने के लिए इसमें एक प्रीसेट डिवाइस है। उक्त मॉडल में 7 अंकों का रिवरसीबल इलैक्ट्रो मैकेनिकल टोटलाइजर है।

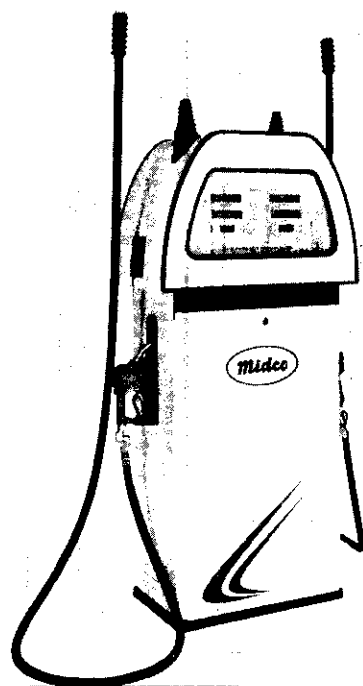
[फा. सं. डब्ल्यू एम-21(143)/2005]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd January, 2007

S.O. 477.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of Electronic Dispensing Pump of digital indication with brand name "MIDCO" of "MEB" series (hereinafter referred to as the said Model), manufactured by M/s. Mercantile and Industrial Development Company Limited, Plot No. 39/44, Scheme-6, Road-2, Sion (E), Mumbai-400022 and which is assigned the approval mark IND/09/06/409;



In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

The said model is an Electronic Dispensing Pump consisting two pistons converting linear motion into rotary motion to measure the petroleum products. The indications of the measurement are display on Liquid Crystal Diode (LCD) display. Its flow rate 50 lpm to 80 lpm. Its maximum volume indicating capacity is 999.99 litres and smallest division is 10 ml. It has a preset device for measurement by volume and price. The said model consists of 7 digits non-reversible electro-mechanical totalizer.

[F. No. WM-21(143)/2005]

R. MATHURBHOOTAM, Director, of Legal Metrology

नई दिल्ली, 2 फरवरी, 2007

का.आ. 478.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स नेशनल कारपोरेशन, "नेशनल कार्नर" रिंग रोड, सूरत-395002, गुजरात द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "आई एन डब्ल्यू बी-30" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (वेब्रिज प्रकार) के मॉडल का, जिसके ब्रांड का नाम "इंटरनेशनल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/15 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृत गेज प्रकार का भार सेल आधारित (अस्वचालित वेब्रिज प्रकार का) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 टन और न्यूनतम क्षमता 100 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) 5 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्शन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल में बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, कार्यकारी सिद्धांत आदि की शर्तों के संबंध में परिवर्तन नहीं किया जायेगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन अंतराल (एन) सहित 5 टन से अधिक और 100 टन तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

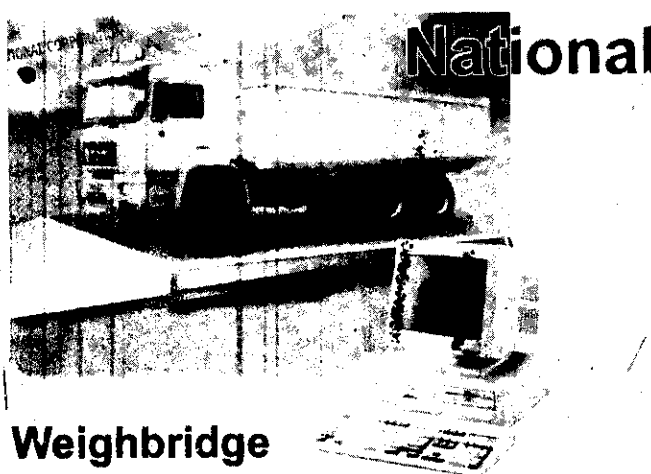
[फा. सं. डब्ल्यू एम-21(54)/2006]

आर. माधुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 2nd February, 2007

S.O. 478.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Weighbridge type) with digital indication of medium accuracy (Accuracy class-III) of series "INWB-30" and with brand name "INTERNATIONAL" (hereinafter referred to as the said model), manufactured by M/s. National Corporation, "National Corner", Udhana Darwaja, Ring Road, Surat-395 002, Gujarat and which is assigned the approval mark IND/09/07/15;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Weighbridge type) with a maximum capacity of 30 tonne and minimum capacity of 100 kg. The verification scale interval (e) is 5 kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc. before or after sale.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and up to 100 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(54)/2006]

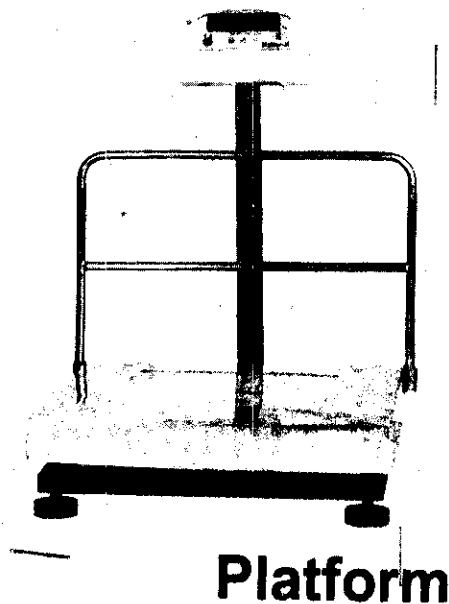
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 2 फरवरी, 2007

का.आ. 479.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स नेशनल कारपोरेशन, “नेशनल कार्नर” रिंग रोड, सूरत-395002, गुजरात द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले “आई एन पी एफ-1000” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम “इंटरनेशनल” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/14 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;

उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृत गेज प्रकार का भार सेल आधारित (अस्वचालित प्लेटफार्म प्रकार का) तोलन उपकरण है। इसकी अधिकतम क्षमता 1200 कि.ग्राम और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) 100 ग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



Platform

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल में बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, कार्यकारी सिद्धांत आदि की शर्तों के संबंध में परिवर्तन नहीं किया जायेगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 कि.ग्रा. या उससे अधिक के “ई” मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अन्तराल (एन) सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^3 , 2×10^3 या 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

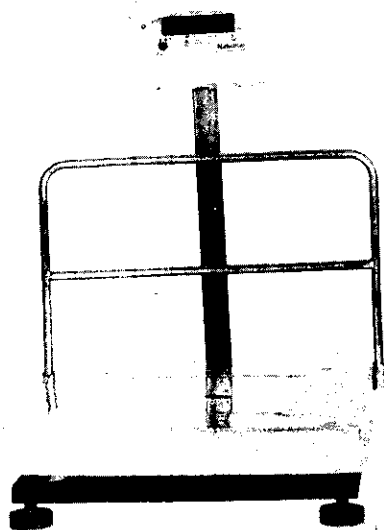
[फा. सं. डब्ल्यू एम-21(54)/2006]

आर. माधुरबोधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 2nd February, 2007

S.O. 479.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (Accuracy class II) of series "INPF-1000" and with brand name "INTERNATIONAL" (hereinafter referred to as the said model), manufactured by M/s. National Corporation, "National Corner", Udhana Darwaja, Ring Road, Surat-395 002, Gujarat and which is assigned the approval mark IND/09/07/14;



Platform

The said Model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1200kg and minimum capacity of 2kg. The verification scale interval (e) is 100 kg. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be charged in terms of its material, accuracy, design, circuit diagram, working principle etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg and up to 5000kg with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg or more and with 'e' value 1×10^k , 2×10^k or 5×10^k , where "k" is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

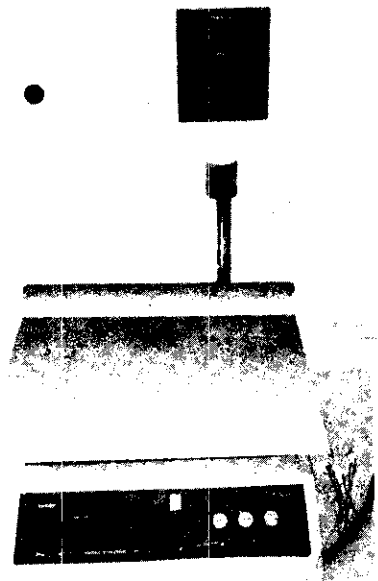
[F. No. WM-21(54)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 5 फरवरी, 2007

का.आ. 480.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स ट्रिक्सक इलेक्ट्रॉनिक्स सिस्टम (प्रा.) लि., एच-1, 1363, आर आई आई सी ओ इण्डस्ट्रीयल एरिया, फेज-V, भिवाड़ी, जिला अलवर-301 019, राजस्थान द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले “ए टी” शृंखला के अंकक सूचन सहित अस्वाचालित तोलन उपकरण (टेबल टोप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “एसेंट” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/01 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



उक्त मॉडल विकृत गेज प्रकार का लोड सेल आधारित अस्वाचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 20 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्टज प्रत्यावर्ती धारा विधुत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बेचने से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तन/परिवर्धन नहीं किया जायेगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) में प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि. ग्रा. तक “ई” मान के लिए 100 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के “ई” मान के लिये 5000 से 50000 तक रेंज में मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

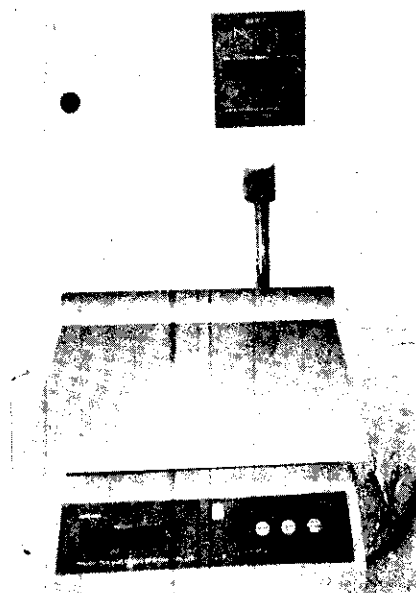
[फा. सं. डब्ल्यू एम-21(224)/2006]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 5th February, 2007

S.O. 480.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Table Top type) with digital indication of "AT" series of high accuracy (accuracy class-II) and with brand name "ASCENT" (herein referred to as the said model), manufactured by M/s. Trix Electronics Systems (P) Ltd. H-1, 1363, RIICO Industrial Area, Phase-V, Bhiwadi, District Alwar-301019, Rajasthan and which is assigned the approval mark IND/09/07/01;



The said Model is a strain gauge type load cell based weighing instrument with a maximum capacity of 20kg and minimum capacity of 100kg. The verification scale interval (e) is 2g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, and 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc. before or after sale.

Further, in exercise of the powers conferred by Sub-section (12) of the Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, and performance of same series with maximum capacity up to 50kg and with number of verification scale interval (n) in the range of 100 to 50000 for 'e' value of 1mg to 50mg and with verification scale interval (n) in the range of 5000 to 50000 for 'e' value of 100mg or more and 'e' value of the form 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

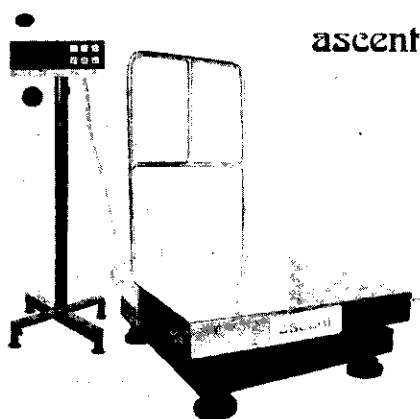
[F. No. WM-21(224)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 5 फरवरी, 2007

का.आ. 481.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स ट्रिक्सक इलेक्ट्रॉनिक्स सिस्टम्स (प्रा.) लि., एच-1, 1363, आर आई आई सी ओ इण्डस्ट्रीयल एरिया, फेज-V, भिवाड़ी, जिला अलवर-301 019, राजस्थान द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले “ए पी” श्रृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम “एसेंट” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/02; समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



TRIX ELECTRONIC SYSTEMS (P.) LTD.

उक्त मॉडल विकृति गेज प्रकार का लोड सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 2000 कि.ग्रा. और न्यूनतम क्षमता 4 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विधुत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बेचने से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तन/परिवर्धन नहीं किया जायेगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) में प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

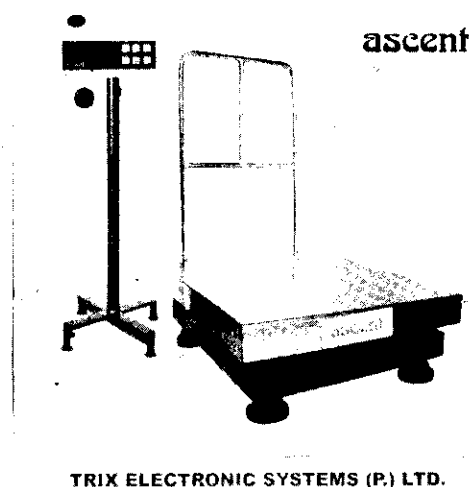
[फा. सं. डब्ल्यू एम-21(224)/2006]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 5th February, 2007

S.O. 481.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Platform type) with digital indication of "AP" series of medium accuracy (accuracy class-III) and with brand name "ASCENT" (herein referred to as the said model), manufactured by M/s. Trix Electronics Systems(P) Ltd, H-1, 1363, RIICO Industrial Area, Phase-V, Bhiwadi, District Alwar-301019, Rajasthan and which is assigned the approval mark IND/09/07/02;



The said Model is a strain gauge type load cell based weighing instrument with a maximum capacity of 2000. kg and minimum capacity of 4kg. The verification scale interval (e) is 200g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts, and 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc. before or after sale.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, and performance of same series with maximum capacity above 50kg. and up to 5000 kg. and with number of verification scale interval (n) in the range of 100 to 10000 for 'e' value between 100mg to 2g. and with number of verification scale interval (n) in the range of 500 to 10000 for 'e' value of 5g or more and 'e' value of the form 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

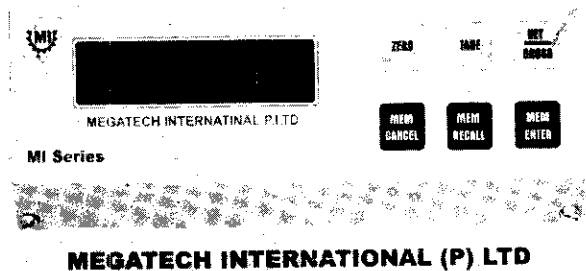
[F. No. WM-21(224)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 5 फरवरी, 2007

का.आ. 482.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स मेगाटेक इंटरनेशनल (प्रा.) लि., जी 1-1428, आर आई आई सी ओ इण्डस्ट्रीयल एरिया, फेज-V, भिवाड़ी, जिला अलवर-301 019 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “एम आई” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (वेब्रिज प्रकार) के मॉडल का, जिसके ब्रांड का नाम “एम आई पी एल” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/05; समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



उक्त मॉडल विकृत गेज प्रकार का लोड सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 30 टन और न्यूनतम क्षमता 100 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 5 कि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विधुत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और माडल को बेचने से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तन/परिवर्धन नहीं किया जायेगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) में प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में मापमान अंतराल (एन) सहित 5 टन से अधिक और 150 टन तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^3 , 2×10^3 या 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

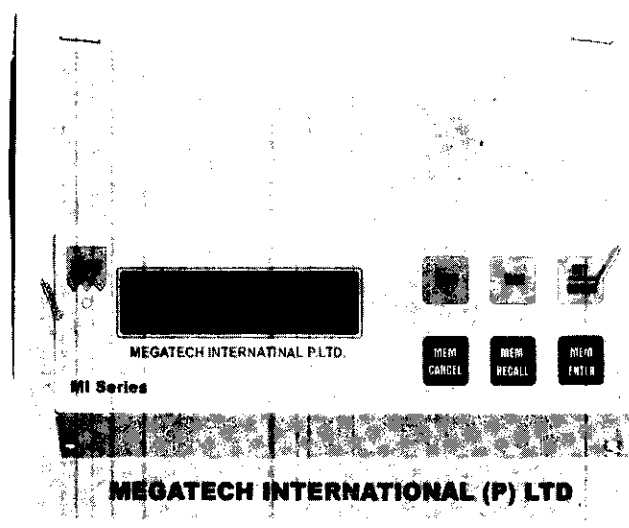
[फा. सं. डब्ल्यू एम-21(222)/2006]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 5th February, 2007

S.O. 482.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Weighbridge type) with digital indication of "MI" series of medium accuracy (accuracy class-III) and with brand name "MIPL" (hereinafter referred to as the said model), manufactured by M/s. Megatech International (P) Ltd, GI-1428, RIICO Industrial Area, Phase-V, Bhiwadi, District Alwar-301019, Rajasthan and which is assigned the approval mark IND/09/07/05;



The said Model is a strain gauge type load cell based weighing instrument with a maximum capacity of 30000 kg. and minimum capacity of 100kg. The verification scale interval (e) is 5 kg. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc. before or after sale.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, and performance of same series with maximum capacity above 5000kg. and up to 150 tonne and with number of verification scale interval (n) in the range of 500 to 10000 for 'e' value of 5g. or more and with 'e' value of the form 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(222)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 6 फरवरी, 2007

का.आ. 483.—केन्द्रीय सरकार का विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स वे मेक्स स्केल इण्डस्ट्रीज, 12, 6 मेन रोड, (महालक्ष्मी लेआउट बस स्टैंड के पास), श्रीकाण्टेश्वर नगर, नन्दिनी लेआउट, बेंगलूर-560 096 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "डब्ल्यू एम एक्स-टी बी" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टोप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "वे मेक्स" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/13 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;

उक्त मॉडल विकृति गेज प्रकार का भार सेल आधारित तोलन (टेबल टॉप प्रकार) उपकरण है। इसकी अधिकतम क्षमता 30 कि. ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विधुत प्रदाय पर कार्य करता है।



स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित/परिवर्धित नहीं किया जायेगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) में प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक "ई" मान के लिए 100 से 10000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्राम या उससे अधिक के "ई" मान के लिये 500 से 10000 तक की रेंज में मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(04)/2007]

आर. माधुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 6th February, 2007

S.O. 483.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic (Table top type) weighing instrument with digital indication of “WMX-TB” series of medium accuracy (accuracy class-III) and with brand name “WEIGH MAX” (herein referred to as the said model), manufactured by M/s. Weigh Max Scale Industries, #12, 6th Main Road, (Near Mahalakshmi Layout Bus Stand), Sreekantheshwara Nagar, Nandini Layout, Bangalore 560 096 and which is assigned the approval mark IND/09/07/13;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc. before or after sale.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50kg. with verification scale interval (n) in the range of 100 to 10000 for ‘e’ value of 100mg. to 2g. or with verification scale interval (n) in the range of 500 to 10,000 for ‘e’ value of 5g. or more and with ‘e’ value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(04)/2007]

R. MATHURBOOTHAM, Director of Legal Metrology

(भारतीय मानक ब्यूरो)

नई दिल्ली, 29 जनवरी, 2007

का.आ. 484.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 5383 : 2006 दूध पाउडर—विशिष्ट (दूसरा पुनरीक्षण)	कुछ नहीं	दिसम्बर 2006
2.	आईएस 15735 : 2005 हर्बल सौंदर्य प्रसाधन—सामान्य मार्गदर्शी सिद्धांत	कुछ नहीं	दिसम्बर 2006

इस भारतीय मानकों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, पुनाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. पीसीडी-जी-7 गजट]

डॉ. डी. के. चौधरी, वैज्ञ.-एफ. एवं प्रमुख (पेट्रोल, कोयला एवं सम्बन्धित उत्पाद)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 29th January, 2007

S. O. 484.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and year & title of the Indian Standards Established	No. and year of Indian Standards, if any, superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 5383 : 2006 Tooth Powder—Specification (Second Revision)	None	December 2006
2.	IS 15735 : 2006 Herbal Cosmetics—General Guidelines	None	December 2006

Copy of these Standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[No. PCD/G-7 (Gazette)]

Dr. D. K. CHAUDHARI, Sc-F & Head (PCD)

नई दिल्ली, 2 फरवरी, 2007

का.आ. 485.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 15728 : 2006/आईएसओ 15620:2000—वेल्लिंग—धात्विक सामग्री की घर्षण वेल्लिंग	—	31 दिसम्बर 2006

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. एमटीडी 12/टी-51]

डॉ. (श्रीमति) स्नेह भाटला, वैज्ञा.-एफ. एवं प्रमुख (एमटीडी)

New Delhi, the 2nd February, 2007

S. O. 485.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and year of the Indian Standards Established	No. and year of Indian Standards, if any, superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 15728:2006—ISO 15620:2000—Welding Friction Welding of Metallic Materials	—	31 December 2006

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[No. MTD 12/T-51]

Dr. (Mrs.) SNEH BHATLA, Sc.-'F' & Head (Met Engg.)

नई दिल्ली, 5 फरवरी, 2007

का.आ. 486.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 3196 (भाग 2): 2006 अल्प दाब द्रवणीय गैसों के लिए 5 लिटर से अधिक जल क्षमता वाले वेल्डित अल्प कार्बन इस्पात के सिलिंडर-भाग 2 एल पी जी के अलावा द्रवणीय अविषालु गैसों के लिए सिलिंडर की विशिष्टि (पाँचवां पुनरीक्षण)	आईएस 3196 (भाग 2): 1992 अल्प दाब द्रवणीय गैसों के लिए 5 लिटर से अधिक जल क्षमता वाले वेल्डित अल्प कार्बन इस्पात के सिलिंडर भाग 2 एल पी जी के अलावा द्रवणीय गैसों के लिए सिलिंडर की विशिष्टि (चौथा पुनरीक्षण)	1 जनवरी 2007
2.	आईएस 3745:2006 छोटे चिकित्सा गैस सिलिंडर के लिए योक टाइप वाल्व कनेक्शन-विशिष्टि (दूसरा पुनरीक्षण)	आईएस 3745:1978 छोटे चिकित्सा गैस सिलिंडर के लिए योक टाइप वाल्व कनेक्शन-विशिष्टि (पहला पुनरीक्षण)	1 जनवरी 2007
3.	आईएस 10443:2006 समुद्र में लदान के लिए भुजा (आर्मस) के चयन के लिए डाटा शीट (पहला पुनरीक्षण)	आईएस 3745:1983 समुद्र में लदान के लिए भुजा (आर्मस) के चयन के लिए डाटा शीट	31 दिसम्बर 2006
4.	आईएस 15737:2006 स्थायी गैस के लिए सिलिंडर-भरते समय निरीक्षण	—	31 दिसम्बर 2006

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. एम. ई. डी./जी-2:1]

सी. के. वैदा, वैज्ञा.-एफ. एवं प्रमुख (यांत्रिक इंजीनियरिंग)

New Delhi, the 5th February, 2007

S. O. 486.—In pursuance of clause (b) of sub-rule (1) Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards Established	No. and year of Indian Standards, if any, superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 3196 (Part 2) : 2006/Welded low carbon steel cylinders exceeding 5 litre water capacity for low pressure liquefiable gases Part 2 Cylinders for liquefiable non-toxic gases other than LPG—Specification (fifth revision)	IS 3196 (Part 2) : 1992 Welded low carbon steel cylinders exceeding 5 litre water capacity for low pressure liquefiable gases Part 2 Cylinders for liquefiable gases other than LPG (fourth revision)	1 January, 2007
2.	IS 3745:2006 Yoke type valve connections for small medical gas cylinders—Specification (Second revision)	IS 3745:1978 Yoke type valve connections for small medical gas cylinders—Specification (first revision)	1 January, 2007
3.	IS 10443:2006 Data sheet for selection of marine loading arms (first revision)	IS 10443:1983 Data sheet for selection of marine loading arms	31 December, 2006
4.	IS 15737:2006 Cylinders for permanent gases—inspection at time of filling	—	31 December, 2006

Copy of these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[No. MED/G-2:1]

C. K. VEDA, Sc.-'F' & Head (Mech. Engg.)

नई दिल्ली, 5 फरवरी, 2007

का.आ. 487.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में एतद्वारा अधिसूचित किया जाता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे रद्द कर दिए गए हैं और वापस ले लिये गये हैं:—

अनुसूची

क्रम सं.	रद्द किए गये मानक की संख्या और वर्ष	भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) में का.आ. संख्या और तिथि प्रकाशित	टिप्पणी
(1)	(2)	(3)	(4)
1	आई एस 3109 (भाग 2):1982 शर्ट लिंक चैन, ग्रेड एम (4) भाग 2 धिरनी ब्लॉक और अन्य उत्पादक साधित्रों के लिए असंशोधित भार चैन (द्वितीय (पुनरीक्षण))	—	आई एस ओ मानक वापिस लिया गया और कोई अन्य मानक इसके स्थान पर नहीं आया है।

(1)	(2)	(3)	(4)
2	आई एस 4093:1981 नॉन रिफिलेबल द्रवित पेट्रोलियम गैस आधान (द्वितीय पुनरीक्षण)	—	वर्तमान में उत्पाद का निर्माण नहीं किया जा रहा है और देश में प्रयोग नहीं हो रहा है ।
3	आई एस 4507:1978 नौका हेतु रस्सियां (पुनरीक्षण)	—	यह रस्सियां अब प्रयोग में नहीं लाई जाती हैं ।
4	आई एस 4784:1968 ट्यूटेन गैस के साथ प्रयोग किए जाने वाले निम्न दाब रेगुलेटर	—	वर्तमान में उत्पाद का निर्माण नहीं किया जा रहा है और देश में प्रयोग नहीं हो रहा है ।
5	आई एस 4785:1968 प्रोपेन गैस के साथ प्रयोग किए जाने वाले निम्न दाब रेगुलेटर	—	वर्तमान में उत्पाद का निर्माण नहीं किया जा रहा है और देश में प्रयोग नहीं हो रहा है ।
6	आई एस 5202:1969 खानों में प्रयुक्त पलैट होयस्टिंग तार रस्सियां	—	यह रस्सियां अब प्रयोग में नहीं लाई जाती हैं ।
7	आई एस 5203:1969 खानों में प्रयुक्त संतुलन तार रस्सियां	—	यह रस्सियां अब प्रयोग में नहीं लाई जाती हैं ।
8	आई एस 9199:1979 गैस सिलिंडर वाल्वों की चैकिंग टेपर चूड़ियों हेतु निरीक्षणगेज टाइप 6, एंगल सहित टेपर 6 डिग्री ।	—	मानक में शामिल गैस सिलिंडर के वाल्व साइज प्रचलन में नहीं हैं । ऐसी चूड़ियों वाले गैस सिलिंडर वाल्व का कोई निर्माण एवं प्रयोग नहीं कर रहा ।
9	आई एस 11727:1985/आईएसओ 3945:1985 घूर्णन और पश्चगमन मशीनों के कंपन की तीव्रता का मापन और मूल्यांकन	—	इस मानक के स्थान पर आई एस 14847 (भाग -1):2000/आईएसओ 10816-1:1995 आ गया है ।
10	आई एस 13275:1992/आईएसओ 2371:1974 फील्ड संतुलन उपस्करों का विवरण और मूल्यांकन	—	आई एस ओ मानक वापिस लिया गया क्योंकि कोई अन्य मानक इसके स्थान पर नहीं आया है ।
11	आई एस 14908:2001/आईएसओ 7962:1987 यांत्रिक कंपन और प्रघात— 2 दिशा में मानव शरीर की यांत्रिक संचरणीयता ।	—	आई एस ओ मानक वापिस लिया गया और इसके स्थान पर आईएसओ 5982:2001 को अंगीकरण करने को अंतिम रूप दे दिया गया है ।

[सं. एम. ई. डी./जी-2:1]

सी. के. वैदा, वैज्ञ.-एफ. एवं प्रमुख (इंजीनियरिंग)

New Delhi, the 5th February, 2007

S. O. 487.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, it is hereby notified that the Indian Standards, Particulars of which are mentioned in the Schedule given hereafter, have been cancelled and stand withdrawn.

SCHEDULE

Sl. No.	No. and year of the Indian Standards Cancelled	S. O. No. and date Published in the Gazette of India, Part-II, Section-3, Subsection (ii)	Remarks
(1)	(2)	(3)	(4)
1.	IS 3109 (part 2) : 1982 Short link chain, grade M(4) Part 2 Calibrated load chain for pulley blocks and other lifting appliances (second revision)	—	ISO standard withdrawn and not replaced by any other standard
2.	IS 4093:1981 Non-refillable liquefied petroleum gas containers (second revision)	—	Product not manufactured and used in the country at present
3.	IS 4507:1978 Yacht ropes (first revision)	—	These ropes are not used now
4.	IS 4784:1968 Low pressure regulators for use with butane gases	—	Product not manufactured and used in the country at present
5.	IS 4785:1968 Low pressure regulators for use with propane gases	—	Product not manufactured and used in the country at present
6.	IS 5202:1969 Flat hoisting wire ropes used in mines	—	These ropes are not used now
7.	IS 5203:1969 Flat balancing wire ropes used in mines	—	These ropes are not used now
8.	IS 9199:1979 Inspection gauges for checking taper threads of gas cylinder valves, type 3, taper 6 degree include angle	—	The size of gas cylinder valves covered in the standard is obsolete. No one is manufacturing or used gas cylinder valves with such thread
9.	IS 11727:1985/ISO 3945-1985 Measurement and evaluation of vibration severity of rotating and reciprocating machines	—	This standard has been replaced by IS 14817(Pt 1) : 2000/ISO 10816-1:1995
10.	IS 13275:1992/ISO 2371-1974 Description and evaluation of field balancing equipment	—	ISO standard withdrawn and not replaced by any other standard
11.	IS 14908:2001/ISO 7962-1987 Mechanical vibration and shock— Mechanical transmissibility of the human body in z-direction	—	ISO standard withdrawn and replaced by ISO 5982:2001. The committee has finalized adoption of ISO 5982:2001

[No. MED/G-2:1]

C. K. VEDA, Sc.-'F' & Head (Mech. Engg.)

नई दिल्ली, 5 फरवरी, 2007

का.आ. 488.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :—

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 1391 (भाग 1) : 1992 कक्ष वातानुकूलक—विशिष्ट भाग 1 एकिक वातानुकूलक (दूसरा पुनरीक्षण)	संशोधन नं. 3, दिसम्बर 2006	29 जनवरी, 2007
2.	आई एस 1391 (भाग 2) : 1992 कक्ष वातानुकूलक—विशिष्ट भाग 2 विभक्त वातानुकूलक (दूसरा पुनरीक्षण)ए	संशोधन नं. 2, दिसम्बर 2006	29 जनवरी, 2007
3.	आई एस 8418 : 1999 पम्प-अपकेन्द्री-स्वतः प्राईमिंग-विशिष्ट (पहला पुनरीक्षण)	संशोधन नं. 1, मई 2006	7 जून, 2006
4.	आई एस 9542 : 1980 स्वच्छ, ठंडे, ताजे पानी के लिए क्षैतिज अपकेन्द्री मोनोसेट पम्प की विशिष्टि	संशोधन नं. 2, मई 2006	31 जनवरी, 2007
5.	आई एस 11346 : 2002 कृषि व जलपूर्ति के पम्पों के लिए स्वीकार्यता परीक्षण की संहिता (पहला पुनरीक्षण)	संशोधन नं. 1, मई 2006	31 जनवरी, 2007
6.	आई एस 12300 : 1998 रेफ्रिजरेट सिलिंडरों की वाल्व फिटिंग-विशिष्टि	संशोधन नं. 4, जनवरी 2007	31 जनवरी, 2007
7.	आई एस 15637 : 2006 द्रवीस पैट्रोलियम गैस के लिए 0.5 लिटर से 250 लिटर की जल क्षमता के वेल्डित स्टेनलेस स्टील के सिलिंडर की विशिष्टि	संशोधन नं. 1, जनवरी 2007	31 जनवरी, 2007

इस संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में विक्री हेतु उपलब्ध हैं।

[सं. एम. ई. डी./जी-2 : 1]

सी. के. वेदा, वैज्ञा.-एफ. एवं प्रमुख (यंत्रिक इंजीनियरिंग)

New Delhi, the 5th February, 2007

S. O. 488.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :—

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 1391 (Part 1): 1992 Room air conditioners—Specification Part 1 Unitary air conditioners (second revision)	Amendment No. 3, December 2006	29 January, 2007
2.	IS 1391 (Part 1): 1992 Room air conditioners—Specification Part 2 Split air conditioners (second revision)	Amendment No. 2, December 2006	29 January, 2007

(1)	(2)	(3)	(4)
3.	IS 8418 : 1999 Pumps-centrifugal self priming specification (first revision)	Amendment No. 2, May 2006	31 January, 2007
4.	IS 9542 : 1980 Specification for horizontal centrifugal monoset pumps for clear, cold, fresh water	Amendment No. 1, May 2006	7 June, 2006
5.	IS 11346 : 2002 Tests for agricultural and water supply pumps—code of acceptance (first revision)	Amendment No. 1, May 2006	31 January, 2007
6.	IS 12300 : 1988 Valve fitting for refrigerant cylinders	Amendment No. 4, January 2007	31 January, 2007
7.	IS 15637 : 2006 Welded stainless steel cylinders for liquefied petroleum gases (LPG) from 0.5 litre to 250 litre water capacity—Specification	Amendment No. 1, January 2007	31 January, 2007

Copy of these Standards are available for sale with the Bureau of Indian Standards, Mank Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[No. MED/G-2 : 1]

C. K. VEDA, Sc.-'F' & Head (Mech. Engg.)

नई दिल्ली, 5 फरवरी, 2007

का.आ. 489.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अन्वय में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 648 : 2006—अतप्त बेस्लित गैर-दिशात्मक विद्युत इस्पात की चद्दर एवं पत्ती—पूर्ण प्रक्रमित प्ररूप—विशिष्ट (पाँचवां पुनरीक्षण)	आईएस 648 : 1994	1 अप्रैल, 2007

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. एमटीडी 4/टी-23]

डॉ. (श्रीमति) स्नेह भाटला, वैज्ञा.-एफ. एवं प्रमुख (एमटीडी)

New Delhi, the 5th February, 2007

S. O. 489.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and year of the Indian Standards Established	No. and year of Indian Standards, if any, superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 648 : 2006 Cold Rolled Non-Oriented Electrical Steel Sheet and Strip—Fully Processed Type—Specification (Fifth Revision)	IS 648 : 1994	1 April, 2007

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[No. MTD 4/T-23]

Dr. (Mrs.) SNEH BHATLA, Sc.-'F' & Head (Met Engg.)

नई दिल्ली, 5 फरवरी, 2007

का.अ. 490.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (को) में संशोधन किया गया/किये गये हैं :-

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	10297 : 1982	1, दिसम्बर 2006	31 दिसम्बर, 2006
2.	11447 : 1985	1, दिसम्बर 2006	31 दिसम्बर, 2006

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[सं. सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञा.-एफ. एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 5th February, 2007

S. O. 490.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of The amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	10297 : 1982	1, December 2006	31 December, 2006
2.	11447 : 1985	1, December 2006	31 December, 2006

Copy of these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[No. CED/Gazette]

A. K. SAINI, Sc 'F' & Head (Civil Engg.)

नई दिल्ली, 5 फरवरी, 2007

का.आ. 491.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम (4) के उप-नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेन्सों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिये गए हैं:-

अनुसूची

क्रम सं.	लाइसेंस सं.	चालू तिथि	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक व संबंधित भारतीय मानक
(1)	(2)	(3)	(4)	(5)
दिसम्बर 2006				
1.	8765302	01-12-2006	मै. एम के ज्वैलर्स 13 से 16 जयगंगा काम्पलेक्स, तहसील चौराहा से पुराना बस स्टेण्ड रोड, डूंगरपुर रिंगस, जिला सीकर	हालमार्किंग ऑफ गोल्ड ज्वेलरी 1417 : 1999
2.	8768308	12-12-2006	मै. मानसी ज्वेलर्स प्रा. लि., दुकान नं. 50 बी एण्ड सी बापू बाजार, उदयपुर	हालमार्किंग ऑफ गोल्ड ज्वेलरी 1417 : 1999
3.	8768207	12-12-2006	मै. सेतिया ज्वेलर्स 87, जवाहर मार्केट, माल गोदाम रोड, श्रीगंगानगर	हालमार्किंग ऑफ गोल्ड ज्वेलरी 1417 : 1999
4.	8766607	05-12-2006	मै. अक्षत इंजिनियर्स प्रा. लि., 16 सुदर्शनपुरा इंड एरिया, जयपुर	सबमर्सिबल पम्पसेट्स 8034 : 2002
5.	8766506	04-12-2006	मै. रधुवरी मेटल प्रा. लि., ग्राम बीडीक्वयावास, अजमेर	एच एस डी स्टील बारस व वायरर्स 1786 : 1985
6.	8765197	01-12-2006	मै. वक्रटुण्ड फार्मास्युटिकल्स प्रा. लि., प्लॉट नं. जी 1, 216.221 इंड. एरिया गुडली, उदयपुर	14543 : 2004
7.	8766001	24-11-2006	मै. मेट्रो सीमेन्ट प्रा. लि., प्लॉट नं. 70, ग्राम जैसा पिपाडसिटी, जोधपुर	43 ग्रेड ओपीसी सीमेन्ट 8112 : 1989
8.	8765403	30-11-2006	मै. एरजेन प्लास्टीक इण्डस्ट्रीज, पी 7 व 8 इंड. एरिया जोधपुर	आरएमपी वाटर स्टोरेज टैंक 12701 : 1996
9.	8765201	01-12-2006	मै. बंशीवाला आईरन व स्टील रोलिंग मिल्स, आदर्श नगर, अजमेर	1786 : 1985
10.	8771091	15-12-2006	मै. श्री भगवती इरिगेशन ए 129 एन रोड नं. 9 सी, ए विश्वकर्मा इण्ड. एरिया, जयपुर	क्यू सी पी ई पाईप्स 14151 भाग 2
11.	8771394	15-12-2006	मै. जय कृष्ण पाईप इण्डस्ट्रीज, जी 1.78 रीको इंड. एरिया बेहरोड, अलवर	क्यू सी पी ई पाईप्स 14151 भाग 2

(1)	(2)	(3)	(4)	(5)
12.	8773907	22-12-2006	मै. वी हनुमान पोलिप्लास्ट जयपुरिया कम्पाउण्ड डेरके बालाजी, जयपुर	9537 पार्ट 3
13.	8774101	22-12-2006	मै. सगर केबल्स 31 करतारपुरा जयपुर	पी वी सी इन्सुलेटेड केबल्स 694 : 1990
14.	8772396	20-12-2006	मै. तिरूपति ज्वेलर्स, 42, तिलक मार्केट, अलवर	हालमार्किंग ऑफ गोल्ड ज्वेलरी 1417 : 1999
15.	8773806	22-12-2006	मै. ज्योति केबल्स ई 759, रोड नं. 9 एफ 1 विश्वकर्मा इण्ड. एरिया, जयपुर	पी वी सी इन्सुलेटेड केबल्स 694 : 1990
16.	8774202	22-12-2006	मै. राजस्थान ट्रांसफोरमर्स एण्ड स्वीचगोयर्स सी 174, रोड नं. 9 जे, 1 विश्वकर्मा इण्ड. एरिया, जयपुर	पी वी सी इन्सुलेटेड केबल्स 694 : 1990
17.	8774097	22.12.2006	मै. जे एस केबल्स जी 1 734 रीको इंड. एरिया, सीतापुरा, जयपुर	पी वी सी इन्सुलेटेड केबल्स 1554 पार्ट 2 : 1988

[सं. सीएमडी 13 : 11]

एस.के. चौधरी, उप-महानिदेशक (मुहर)

New Delhi, the 5th February, 2007

S. O. 491.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulation, 1988, the Bureau of Indian Standards hereby notifies that the grant of licence particulars of which are given in the following schedules :—

SCHEDULE

Sl. No.	Licence No. (CM/L-)	Operative Date	Name and Address of the Licensee	Article/Process Covered by the licences the relevant IS : Designation
(1)	(2)	(3)	(4)	(5)
	Dec. 2006			
1.	8765302	1-12-2006	M/s M. K. Jewellers 13 to 16 Jaiganga Complex, Tehsil Choraha to Old Bus Stand Road, Dungarpur Ringes, Distt. Sikar-314001	1417 : 1999 Hallmarking of Gold Jawellery
2.	8768308	12-12-2006	M/s Mansi Jewellers Pvt. Ltd. Shop No. 50, B & C, Bapu Bazar Udaipur-313001	1417 : 1999 Hallmarking of Gold Jawellery
3.	8768207	12-12-2006	M/s Setia Jewellers (Gold Varsha) 87, Jawahar Market Mall Godam Road Shriganganagar-335001	1417 : 1999 Hallmarking of Gold Jawellery
4.	8766607	5-12-2006	M/s Akshat Engineers (Pvt.) Ltd. 16, Sudarshanpura, Industrial Area, Jaipur	8034 : 2002 Submersible Pumpsets

(1)	(2)	(3)	(4)	(5)
5.	8766506	04-12-2006	M/s Raghuvveer Metal Ind. Ltd. Vill.-Bidikchyawas Near Mangaliyawas, Nasirabad Road, Ajmer-305203	1786: 1985 HSD Steel Bars & Wires
6.	8765197	01-12-2006	M/s Vakratund Pharmaceuticals Pvt. Ltd. Plot No. G-1, 216-221, Industrial Area, Gudli, Udaipur-313001	14543: 2004 Packaged Drinking Water
7.	8766001	24-11-2006	M/s Metro Cements (P) Ltd. Khasra/Plot No. 70, Village : Jawasia, Piparcity, Distt. Jodhpur	8112: 1989 43 Grade OPC
8.	8765403	30-11-2006	M/s Ergen Plastic Industries P-7 & 8, Industrial Estate, Jodhpur-342001	12701: 1996 RMP Water Storage Tanks
9.	8765201	01-12-2006	M/s Bansiwala Iron & Steel Rolling Mills Adarsh Nagar, Ajmer	1786: 1985 HSD Steel Bars & Wires
10.	8771091	15-12-2006	M/s Shree Bhagwati Irrigation A-129 (N), Road No. 9C, V. K. I. Area, Jaipur-302013	14151 (Part 2): 1999 QCPE Pipes
11.	8771394	15-12-2006	M/s Jai Kishan Pipe Industries G-1-78, RIICO Industrial Area, Behror, Distt. Alwar	14151 (Part 2): 1999 QCPE Pipes
12.	8773907	22-12-2006	M/s Veer Hanuman Polyplast Jaipuria Compound, Opp. Dehar ka Bala ji Rly. Station Jhotwara, Jaipur-302012	9537 (Part 3): 1983 Rigid Plain Conduits for Insulating
13.	8774101	22-12-2006	M/s Sagar Cables 31, Rani-Kunj, Kartarpura, Bais Godam Jaipur-302006	694: 1990 PVC Insulated Cables
14.	8772396	20-12-2006	M/s Tirupati Jewellers 42, Tilak Market Hope Circus, Alwar-301001	1417: 1999 Hallmarking of Gold Jewellery
15.	8773806	22-12-2006	M/s Jyoti Cables E-759, Road No. 9F1, V. K. I. Area, Jaipur-302013	694: 1990 PVC Insulated Cables
16.	8774202	22-12-2006	M/s Rajasthan Transformers & Switchgear (A Unit of RTS Power Corporation Ltd.) C-174, Road No. 9(J), V. K. I. Area, Jaipur-302013	694: 1990 PVC Insulated Cables
17.	8774097	22-12-2006	M/s J.S. Cables G1-734, RIICO Industrial Area, Sitapura, Tonk Road, Jaipur-302022	1554 (Part 2): 1988 PVC Insulated (HD) Cables

[No. CMD13: 11]

S. K. CHAUDHURI, Dy. Director General (Marks)

नई दिल्ली, 9 फरवरी, 2007

का.आ. 492.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उप-नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :-

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भामा. भाग अनु. संख्या	वर्ष
1.	8766708	04-12-06	राज इलैक्ट्रिकल्स, 214, फंक्शनल औद्योगिक एस्टेट, पटपडगंज, दिल्ली-110012	ट्यूब लाइट के लिए एसी प्रवाहित विद्युत ब्लास्ट	13021 2	1991
2.	8766910	04-12-06	पवन लैम्प इंडस्ट्रीज, डब्ल्यू जैड-754, दूसरा और तीसरा तल, सुदर्शन पार्क, मोती नगर, नई दिल्ली-110015	बिजली के बल्ब	418	1978
3.	8767205	06-12-06	एल्विन इलैक्ट्रिकल्स, प्रा.लि. 568/2, तिहाड़ गांव (सन्त कबीर मन्दिर), नई दिल्ली-110018	स्टेशनरी स्टोरेज पानी के हीटर	2082	1993
4.	8767609	07-12-06	रेस्को इंडस्ट्रीज (इंडिया), 6, संजय नगर, गुलाबी बाग, दिल्ली	खनिज से भरे हुए हीटिंग एलिमेन्ट	4159	2002
5.	8769411	14-12-06	जयचंदा पाईप इंडस्ट्रीज, 140, प्रथम तल, एफ आई ई, पटपडगंज, दिल्ली-110092	बिजली के पीवीसी के पाईप	9537 3	1983
6.	8772501	20-12-06	एम.के. एक्स्ट्रूजन (प्रा.) लि., ए- 66/1, वजीरपुर औद्योगिक क्षेत्र, दिल्ली-110052	बिजली के पीवीसी के पाईप	9537 3	1983

[सं. सीएमडी-1/13 : 11]

एस. के. चौधरी, उप महानिदेशक (मुहर)

New Delhi, the 9th February, 2007

S. O. 492.—In pursuance of sub-regulation (5) of regulation (4) of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following Schedule :—

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name & Address of the Party	Title of the Standard	IS No.	Part.	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	8766708	4-12-2006	Raj Electricals, 214, Functional Udhogic Estate, Patpatganj Delhi-110092	AC supplied electronic ballasts for Tubular Fluorescent Lamps	13021		2	1991
2.	8766910	4-12-2006	Pawan Lamp Industries, W.Z.-754, 2nd & 3rd Flour, Sudershan Park, Moti Nagar, New Delhi-110015	Tungsten filament General Service Electric Lamps	418			2004
3.	8767205	6-12-2006	Elwin Electricals Pvt. Ltd. 568/2, Tihar Gaun, (Sant Kabir Mandir), New Delhi-110018	Stationery storage type water heater	2082			1993
4.	8767609	07-12-2006	Rexco Industries (India), 6, Sanjay Nagar, Gulabi Bagh, Delhi.	Mineral Filled Sheathed Heating Elements	4159			2002
5.	8769411	14-12-2006	Jaichanda Pipe Industries 140, 1st Flour, FIE, Patpatganj, Delhi-110092	Conduits for Electrical Installations, Rigid Plain and Sochet ended conduits of insulating materials	9537		3	1983
6.	8772501	20-12-2006	Eem Kay Extrusion (P.) Ltd., A-66/1, Wajirpur Industrial Area, Delhi-110052.	Conduits for Electrical Installations, Rigid Plain and Sochet ended conduits of insulating materials.	9537		3	1983

[No. CMD-1/13 : 11]

S. K. CHAUDHURI, Dy. Director General (Marks)

कोयला मंत्रालय

नई दिल्ली, 7 फरवरी, 2007

का.आ. 493.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उपधारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्याक का.आ. 3592 तारीख 30 सितम्बर, 2005 जो भारत सरकार के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 8 अक्टूबर, 2005 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसकी माप 297.656 हेक्टर (लगभग) या 735.50 एकड़ (लगभग) है और ऐसी भूमि में उस पर सभी अधिकारों के अर्जन करने के अपने आशय की सूचना दी थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केंद्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केंद्रीय सरकार का पूर्वोक्त रिपोर्ट पर विचार करने और छत्तीसगढ़ सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 297.656 हेक्टर (लगभग) या 735.50 एकड़ (लगभग) माप वाली भूमि अर्जित की जानी चाहिए।

अतः अब, केंद्रीय सरकार उक्त अधिनियम की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त अनुसूची में यथावर्णित 297.656 हेक्टर (लगभग) या 735.50 एकड़ (लगभग) माप वाली भूमि में के सभी अधिकार अर्जित किए जाते हैं।

2. इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. एसईसीएल/बीएसपी/जीएम/पीएलजी/भूमि/302 तारीख 13 दिसम्बर, 2005 वाले रेखांक का निरीक्षण कलेक्टर, सरगुजा, छत्तीसगढ़ के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कलकत्ता 700 001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड; (राजस्व अनुभाग) सीपत रोड, बिलासपुर 495006 छत्तीसगढ़ के कार्यालय में किया जा सकता है।

अनुसूची

महान II विवृत परियोजना

भटगांव क्षेत्र, जिला सरगुजा (छत्तीसगढ़)

सभी अधिकार

(क) राजस्व भूमि

(रेखांक सं. एसईसीएल/बीएसपी/जीएम/पीएलजी/भूमि/302
तारीख 15 दिसम्बर, 2005)

क्र.सं.	ग्राम का नाम	ग्राम संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणी
1	चउरा	35	राजपुर	सरगुजा	181.552	भाग
2	परसवारकला	36	राजपुर	सरगुजा	088.857	भाग
योग :					270.409	हेक्टर

(ख) आरक्षित वन

क्र.सं.	कम्पाटमेंट नंबर	रेंज	डिवीजन	क्षेत्र हेक्टर में	टिप्पणी
1	पी 142	प्रतापपुर	उत्तर सरगुजा	27.247	भाग
योग :					27.247 हेक्टर

कुल योग : (क+ख) 270.409+27.247=297.656 हेक्टर (लगभग) या 735.50 एकड़ (लगभग)

(1) ग्राम चउरा(भाग) में अर्जित किए गए प्लॉट संख्याक :-

361(भाग), 622(भाग), 626 से 644, 645 (भाग), 648(भाग), 649(भाग), 651(भाग), 652(भाग), 653(भाग), 657(भाग), 658(भाग), 659 से 670, 671 (भाग), 672 से 673, 674(भाग), 675 से 677, 678 (भाग), 679 से 686 से 878(भाग), 910(भाग), 911(भाग), 912(भाग), 924(भाग), 927(भाग), 928(भाग), 929(भाग), 930, 931(भाग), 932 से 963, 964 (भाग), 965 से 1033, 1034(भाग), 1035(भाग), 1036 .

(2) ग्राम परसवार कला(भाग) में अर्जित किए गए प्लॉट संख्याक :-

10(भाग), 11(भाग), 13(भाग), 14 से 16, 17 (भाग), 18 से 19, 20(भाग), 21 से 45, 46(भाग), 47(भाग), 48 से 53, 54(भाग), 59(भाग), 60, 61 (भाग), 85, 86 (भाग), 88(भाग), 89 (भाग), 90 से 92, 93(भाग), 97 (भाग), 627(भाग), 628(भाग), 630(भाग), 631 से 632, 633(भाग), 634 से 635, 636(भाग), 637 (भाग), 638 से 647, 648(भाग), 649(भाग), 654(भाग), 1356, 1502, 1504, 1505(भाग).

(3) आरक्षित वन में अर्जित किए गए कम्पार्टमेंट पी 142 (भाग)

इसमें ग्राम चउरा के प्लॉट संख्या 1033, 1034(भाग), 1035(भाग) एवं ग्राम परसवार कला के प्लॉट संख्या 648(भाग) एवं 649(भाग) सम्मिलित है।

सीमा वर्णन :

- क-ख: रेखा घोघर नाले के किनारे पर बिन्दु "क" से आरम्भ होती है और ग्राम घोघर नाले के पूर्वी किनारे के साथ गुजरती हुई बिन्दु "ख" पर मिलती है।
- ख-ग: रेखा ग्राम चउरा के प्लॉट संख्या 678, 674, 671, 657, 658, 653, 652, 651, 649, 648, 622, 645, 622, 361 से गुजरती हुई बिन्दु "ग" पर मिलती है।
- ग-घ: रेखा ग्राम चउरा के प्लॉट संख्या 1035, से प्लॉट संख्या 1033 की उत्तरी दिशा, प्लॉट संख्या ड-च 1034 से, बाद में ग्राम परसवार कला में प्रवेश करती है और प्लॉट संख्या 648, 1505, 649 से जो कि आरक्षित वन कम्पार्टमेंट संख्या पी 142 से भी गुजरती हुई बिन्दु "च" पर मिलती है।
- च-छ: रेखा ग्राम परसवार कला के प्लॉट संख्या 649, 637, 654, 636, 633, 627, 628, 630, छ1-ज 54, 59, 61, 47 से भागत: प्लॉट संख्या 49 की पूर्वी सीमा, तत्पश्चात् प्लॉट संख्या 46 से गुजरती हुई बिन्दु "ज" पर मिलती है।
- ज-झ: रेखा ग्राम परसवार कला के प्लॉट संख्या 46 से प्लॉट संख्या 85, 86 की दक्षिणी सीमा के साथ, प्लॉट संख्या 86, 88, 89, 88, 93, 97, 20, 17, 13, 11, 10 से गुजरती हुई बिन्दु "झ1" पर मिलती है।
- झ-ञ-क रेखा भागत : ग्राम चउरा-परसवार कला ग्रामों की सम्मिलित सीमा, से होकर ग्राम चउरा में प्रवेश करती है और प्लॉट संख्या 964, 927, 924, 927, 924, 928, 929, 911, 912, 910, 931, 878 से गुजरती हुई बिन्दु "क" पर मिलती है।

[सं. 43015/23/2004-पी आर आई डब्ल्यू]

एम. शहाबुद्दीन, अवर सचिव

MINISTRY OF COAL

New Delhi, the 7th February, 2007

S. O. 493.— Whereas by the notification of the Government of India in the Ministry of Coal, number S.O. 3592 dated the 30th September, 2005, issued under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) published in Part-II, section 3, sub-section (ii) of the Gazette of India dated the 8th October, 2005, the Central Government gave notice of its intention to acquire land and rights in the land measuring 297.656 hectares (approximately) or 735.50 acres (approximately) in the locality as specified in the Schedule appended to that notification.

And, whereas the competent authority, in pursuance of section 8 of the said Act, has made his report to the Central Government;

And whereas the Central Government, after considering the aforesaid report and consulting the Government of Chhattisgarh, is satisfied that the lands measuring the 297.656 hectares (approximately) or 735.50 acres (approximately) as described in the said Schedule appended hereto should be acquired.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the land, measuring 297.656 hectares (approximately) or 735.50 acres (approximately) as described in the said Schedule are hereby acquired.

2. The Plan bearing No : SECL/BSP/GM(PLG)/Land/302, dated the 13th December, 2005 of the area covered by this notification may be inspected in the office of the Collector, Surguja (Chhattisgarh) or in the Office of the Coal Controller, I, Council House Street, Kolkata-700 001 or the the Office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur-495 005 (Chhattisgarh).

SCHEDULE
Mahan-II Opencast Project,
Bhatgaon Area, District Surguja, Chhattisgarh

All Rights

(A) Revenue Land

(Plan No : SECL/BSP/GM(PLG)/Land/302,
Dated the 13th December, 2005)

Sl. No.	Name of Village	Village Number	Tahsil	District	Area in Hectares	Remarks
01.	Chaura	35	Rajpur	Surguja	181.552	Part
02.	Paraswar Kala	36	Rajpur	Surguja	088.857	Part
Total : 270.409 hectares						

(B) Reserved Forest

Sl. No.	Compartment number	Range	Division	Area in hectares	Remarks
01.	P142	Pratappur	North Surguja	27.247	Part
Total : 27.247 hectares					

Grand total : (A+B) 270.409+27.247=297.656 hectares (approximately) or =735.50 acres (approximately)**1. Plot numbers acquired in village Chaura (Part) :**

361(Part), 622(Part), 626 to 644, 645(Part), 648(Part), 649(Part), 651(Part), 652(Part), 653(Part), 657(Part), 658(Part), 659 to 670, 671(Part), 672 to 673, 674(Part), 675 to 677, 678(Part), 679 to 686, 878(Part), 910(Part), 911(Part), 912(Part), 924(Part), 927(Part), 928(Part), 929(Part), 930, 931(Part), 932 to 963, 964(Part), 965 to 1033, 1034(Part), 1035(Part), 1036.

2. Plot numbers acquired in village Paraswar Kala (Part) :

10 (Part), 11 (Part), 13 (Part), 14 to 16, 17 (Part), 18 to 19, 20 (Part), 21 to 45, 46 (Part), 47 (Part), 48 to 53, 54 (Part), 59 (Part), 60, 61 (Part), 85, 86 (Part), 88 (Part), 89 (Part), 90 to 92, 93 (Part), 97 (Part), 627 (Part), 628 (Part), 630 (Part), 631 to 632, 633 (Part), 634 to 635, 636 (Part), 637 (Part), 638 to 647, 648 (Part), 649 (Part), 654 (Part), 1356, 1502, 1504, 1505 (Part).

3. Reserved Forest Compartment acquired : P 142 (Part) :

(In this plot numbers 1033, 1034 (Part), 1035 (Part), of village Chaura and plot numbers 648 (Part), 649 (Part), of village Paraswar Kala are included).

Boundary Description :—

A-B Line starts from point "A" on the bank of Ghoghar Nala and passes along the eastern bank of Ghoghar Nalla and meets at point "B".

B-C Line passes in village Chaura through plot numbers 678, 674, 671, 657, 658, 653, 652, 651, 649, 648, 622, 645, 622, 361 and meets at point "C".

C-D Line passes in village Chaura through plot number 1035 northern boundary

E-F of plot number 1033, through plot number 1034 then enter in village Paraswar Kala passes through plot numbers 648, 1505 649 which is also through Reserved forest compartment number P 142 and meets at point "F".

F-G Line passes in village Paraswar kala and passes through plot numbers

G1-H 649, 637, 654, 636, 633, 627, 628, 630, 54, 59, 61, 47 partly eastern boundary of plot number 49 then through plot number 46 and meets at point "H".

H-H1 Line passes in village Paraswar kala and passes through Plot number 46 along the southern boundary of plot numbers 85, 86 then through plot numbers 86, 88, 89, 88, 93, 97, 20, 17, 13, 11, 10 and meets at point "H1".

H1-I-A Line passes along the partly common boundary of villages Chaura-Paraswar Kala then enter in village Chaura and passes through Plot numbers 964, 927, 924, 927, 924, 928, 929, 911, 912, 910, 931, 878 and meets at the starting point "A".

[No. 43015/23/2004/PRIW]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 7 फरवरी, 2007

का.आ. 494.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) के अधीन जारी भारत के राजपत्र, भाग II, खंड 3, उप-खंड (ii) तारीख 18 मार्च, 2005 में प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 1107 तारीख 18 मार्च, 2005 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 143.628 हेक्टर (लगभग) या 354.904 एकड़ (लगभग) है कोयले का पूर्वेक्षण करने के अपने आशय की सूचना दी थी;

और सरकार का यह समाधान हो गया है कि उक्त भूमि में कोयला अभिप्राप्य है,

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इससे संलग्न अनुसूची में वर्णित 143.628 हेक्टर (लगभग) या 354.904 एकड़ (लगभग) माप की उक्त भूमि को अर्जन करने के अपने आशय की सूचना देती है।

टिप्पण 1 : इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक सं. सी-1(ई)III/एचआर/743-0206, तारीख 16-2-2006 का निरीक्षण, कलक्टर, छिंदवाड़ा, म.प्र. के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता 700001 के कार्यालय में या वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व विभाग) कोल इस्टेट, सिविल लाईस, नागपुर-440001 (महाराष्ट्र) के कार्यालय में किया जा सकता है।

टिप्पण 2 : उक्त अधिनियम की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित है :—

“8. अर्जन की बाबत आपत्तियां

1. कोई व्यक्ति जो किसी भूमि में जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण :—इस धारा के अर्थातर्गत यह आपत्ति नहीं मानी जायेगी कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिये स्वयं खनन सक्रियाएं करना चाहता है और ऐसी सक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

2. उप धारा (1) के अधीन प्रत्येक आपत्ति सक्षम प्राधिकारी को लिखित रूप में की जायेगी और सक्षम प्राधिकारी आपत्तिकर्ता को स्वयं सुने जाने का या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जांच यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है वह या तो धारा 7 की उप-धारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्रवाई के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।
3. इस धारा के प्रयोजन के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होता यदि भूमि या किसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं।

टिप्पण 3 : केन्द्रीय सरकार ने कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700001 को उक्त अधिनियम के अधीन सक्षम प्राधिकारी नियुक्त किया है।

अनुसूची

नया घोरावारी विस्तारण खण्ड

कन्हान क्षेत्र

जिला छिंदवाड़ा (मध्य प्रदेश)

(रेखांक सं. सी/-1(ई)/III/एचआर/743-0206 तारीख 16 फरवरी, 2006)

सभी अधिकार

(अर्जित की जाने वाली भूमि दर्शाते हुए)

क्र. सं.	ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणी
1	संगोनया	6	जुन्नारदेव	छिंदवाड़ा	66.508	भाग
2	पुरेना कोठीदेव	22	जुन्नारदेव	छिंदवाड़ा	77.120	भाग

कुल क्षेत्र : 143.628 हेक्टर (लगभग)

या 354.904 एकड़ (लगभग)

ग्राम सगोनया में अर्जित किए जाने वाले प्लॉट संख्याक :-

1(भाग), 2(भाग), 3(भाग), 4(भाग), 33(भाग), 39(भाग), 40(भाग), 41(भाग), 42, 43, 44/1-44/2, 44/3, 44/4-44/5-44/6- 44/7, 45/1- 45/2 45/2 45/3 45/4- 45/5 45/6 45/7, 46 से 48, 49/1- 49/2, 49/3- 49/4- 49/5- 49/6- 49/7, 50, 51, 52/1- 52/2- 52/3- 52/4- 52/5- 52/6, 52/7, 53 से 58, 59(भाग), 61(भाग), 75(भाग), 76(भाग), 77/1- 77/2- 77/3- 77/4- 77/5, 78, 79/1- 79/2, 80, 81, 82(भाग), 85(भाग)

ग्राम पुरेना कोठीदेव में अर्जित किए जाने वाले प्लॉट संख्याक :-

1 सं 35, 36(भाग), 37(भाग), 38(भाग), 39(भाग), 40, 41(भाग), 42 से 44, 45(भाग), 46 से 52, 53(भाग), 78(भाग), 79(भाग), 80 से 88, 89(भाग), 90, 91, 92(भाग), 98(भाग), 99, 100(भाग), 101(भाग), 102(भाग), 104(भाग), 105(भाग), 106 से 109, 110(भाग), 117(भाग), 118, 119, 120(भाग)

सीमा वर्णन :

- क-ख : रेखा बिन्दु "क" से आरम्भ होती है और ग्राम सगोनया से होती हुई प्लॉट संख्या 1, 2, 3, 4, 39 से गुजरती हुई प्लॉट संख्या 43, 42 की बाहरी सीमा के साथ-साथ जाती है और प्लॉट संख्या 40, 41 में से गुजरती है तथा प्लॉट संख्या 33 से होते हुए जाती है और बिन्दु "ख" पर मिलती है ।
- ख-ग : रेखा ग्राम सगोनया से होते हुए प्लॉट संख्या 33, 41, 85, 82, 76, 75, 59, 61 में से गुजरती है तथा ग्राम सगोनया और पुरेना-कोठीदेव की सम्मिलित ग्राम सीमा के साथ-साथ जाते हुए प्लॉट संख्या 50 की पूर्वी सीमा के साथ जाती है प्लॉट संख्या 53, 45, 79, 78, 120, 117, 109, 110, 105, 104 में से गुजरती है और बिन्दु "ग" पर मिलती है ।
- ग-घ-ङ : रेखा ग्राम पुरेना-कोठीदेव से होती हुई प्लॉट संख्या 104, 102, 101, 98, 100, 89 में से गुजरती है और प्लॉट संख्या 91 की दक्षिणी सीमा के साथ जाती है तथा प्लॉट संख्या 92, 39, 38, 41, 36, 37 में से होकर गुजरती है और बिन्दु "ङ" पर मिलती है ।
- ङ-च-छ-क : रेखा प्लॉट सं. 36 की दक्षिणी सीमा से होकर गुजरती है और रेखा ग्राम पुरेना कोठीदेव में प्लॉट संख्या 37 में से जाती है उसके बाद प्लॉट संख्या 36, 26, 18, 17, 16, 7, 6 की पश्चिमी सीमा के साथ-साथ जाती हुई ग्राम पुरेना-कोठीदेव तथा सगोनया की सम्मिलित ग्राम सीमा को पार करती है और प्लॉट संख्या 54 की पश्चिमी सीमा के साथ होती हुई नाला को पार करती है और प्लॉट संख्या 53, 52, 51, 50 की पश्चिमी सीमा के साथ-साथ जाती हुई आरंभिक बिन्दु "क" पर मिलती है ।

[सं. 43015/1/2005-पीआरआईडब्ल्यू]

एम. शहाबुद्दीन, अवर सचिव

New Delhi, the 7th February, 2006

S. O. 494.—Whereas by the Notification of the Government of India in the Ministry of Coal, Number S.O. 1107 dated the 18th March, 2005 published in the Gazette of India, Part II, Section 3, sub-section (ii) dated the 18th March, 2005, under sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government gave notice of its intention to prospect for coal in 143.628 hectares (approximately) or 354.904 acres (approximately) of the lands in the locality specified in the Schedule appended to that notification :

And, whereas the Central Government; is satisfied that coal is obtainable in the said lands;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the said lands measuring 143.628 hectares (approximately) or 354.904 acres (approximately) described in the said Schedule appended hereto;

Note 1 :—The plan bearing number C-I(E) III/HR/743-0206 dated the 16th February, 2006 of the area covered by this notification may be inspected in the office of the Collector, Chhindwara (Madhya Pradesh) or in office of the Coal Controller 1, Council House Street, Kolkata-700001 or in the office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-440001 (Maharashtra).

Note 2 :—Attention is hereby invited to the provisions of Section 8 of the said Act, which provide as follows :—

"8. Objections to acquisition—

(1) Any person interested in any land in respect of which a notification under Section 7 has been issued may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

Explanation.—It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.

(2) Every objection under sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, either make a report in respect of the land which has been notified under sub-section (1) of Section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of the proceedings held by him, for the decision of that Government.

(3) For the purpose of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act."

Note 3 :—The Coal Controller, 1, Council House Street, Kolkata-700001 has been appointed by the Central Government as the competent authority under the said Act.

SCHEDULE

New Ghorwari Extension Block, Kanhan Area

District Chhindwara (Madhya Pradesh)

Plan number C-1(E)III/HR/743-0206 Dated the 16-2-2006

(Showing lands to be acquired)

All Rights

Sl. No.	Name of village	Patwari circle number	Tahsil	District	Area in hectares	Remarks
1.	Sagonia	6	Junnardeo	Chhindwara	66.508	Part
2.	Purena-Kothideo	22	Junnardeo	Chhindwara	77.120	Part

Total area : 143.628 hectares (approximately)

354.904 hectares (approximately)

Plot numbers to be acquired in village Sagonia :—

1 (part), 2 (part), 3 (part), 4 (part), 33 (part), 39 (part), 40 (part), 41 (part), 42, 43, 44/1-44/2-44/3-44/4-44/5-44/6-44/7-45/1-45/2-45/3-45/4-45/5-45/6-45/7. 46 to 48, 49/1-49/2-49/3-49/4-49/5-49/6-49/7-50, 51, 52/1-52/2-52/3-52/4-52/5-52/6-52/7-53 to 58, 59 (part), 61 (part), 75 (part), 76 (part), 77/1-77/2-77/3-77/4-77/5, 78, 79/1-79/2, 80, 81, 82 (part), 85 (part).

Plot numbers to be acquired in village Purena-Kothideo :—

1 to 35, 36 (part), 37 (part), 38 (part), 39 (part), 40, 41 (part), 42 to 44, 45 (part), 46 to 52, 53 (part), 78 (part), 79 (part), 80 to 88, 89 (part), 90, 91, 92 (part), 98 (part), 99, 100 (part), 101 (part), 102 (part), 104 (part), 105 (part), 106 to 109, 110 (part), 117 (part), 118, 119, 120 (part).

Boundary Description :—

- A-B :** Line starts from point 'A' and passes through plot numbers 1, 2, 3, 4, 39 and along northern boundary of plot number 43, then through part plot number 40 and along northern boundary of plot number 42 and through part plot numbers 40, and then through plot number 41 and 33 in village Sagonia and meets at point 'B'.
- B-C :** Line passes through plot numbers 33, 41, 85, 82, 76, 75, 59, 61 in village Sagonia, then along the common boundary of village Sagonia and Purena-Kothideo, then along the eastern boundary of plot number 50 and through plot numbers 53, 45, 79, 78, 120, 117, 109, 110, 105, 104 in village Purena-Kothideo and meets at point 'C'.
- C-D-E :** Line passes through plot numbers 104, 102, 101, 98, 100, 89, then along the southern boundary of plot number 91, then through plot numbers 92, 39, 38, 41, 36, 37 in village Purena-Kothideo and meets at point 'E'.
- E-F-G-A :** Line passes through the southern boundary of plot number 36 and through plot number 37 in village Purena-Kothideo then along the western boundary of plot numbers 36, 26, 18, 17, 16, 7, 6 of village Purena-Kothideo and then crosses the common boundary of villages Purena-kothideo and Sagonia, then along the western boundary of plot number 54 in village Sagonia and then crosses nallah along with the western boundary of plot numbers 53, 52, 51, 50 in village Sagonia and meets at starting point 'A'.

[No. 43015/1/2005/PRIW]

M. SHAHABUDEEN, Under Secy.

पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय		1	2	3	4
नई दिल्ली, 24 जनवरी, 2007		गांधार	ओएनजीसी रोड- जीआर-11	00	03 80
का.आ. 495.-यतः केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में जी.जी.एस-5 से सीपीएफ-गांधार तक पाइपलाइन से होकर अपरिष्कृत तेल के परिवहन के लिए एक पाइपलाइन ओ.एन.जी.सी. लिमिटेड की अंकलेश्वर परियोजना द्वारा बिछाई जानी चाहिए।			ड्रिल साईट-कूप 33	00	26 25
			ड्रिल साईट-कूप 35	00	04 23
और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर पाइपलाइन बिछाए जाने का प्रस्ताव है, और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए।		322/बी		02	39 47
			वीआईपी रोड	00	05 25
अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है,		चांचवेल		01	10 50
			जीएनडी जेड- ड्रिल साईट	00	03 70
कोई भी व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के भीतर पाइपलाइन बिछाने के अधिकार के अर्जन के लिए सक्षम प्राधिकारी एवं संपर्क अधिकारी, ऑयल एण्ड नेचुरल गैस कार्पोरेशन लिमिटेड, रोड नं. 27-सी एण्ड एम, बिल्डिंग परिसर, मकरपुरा रोड, वडोदरा-390 009, राज्य गुजरात को लिखित रूप से आक्षेप भेज सकेगा			डब्ल्यूबीएम रोड से जीएनडीजेड	00	03 75
			डब्ल्यूबीएम रोड से कूप 266	00	03 00
और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी के द्वारा।		282		04	54 50
			ओएनजीसी रोड से जी कूप 4	00	06 36
तहसील : वागरा			ओएनजीसी रोड से जीएनडीएम	00	04 24
			ओएनजीसी रोड कूप 318	00	05 28
गांव का नाम संख्या		389		00	19 20
		390		00	09 00
भाग यदि है तो		1326		00	28 80
		1327		00	15 60
क्षेत्रफल		1328		00	01 20
		391		00	03 40
हेक्टे		397		00	03 40
		398		00	20 40
आर. सेंटीआर		405		00	43 20
		474		00	22 80
1		472		00	07 20
		461/ए और बी		00	03 40
2		463		00	12 00
		511		00	15 60
3		508		00	19 20
		515		00	00 80
4		507		00	10 80
		517		00	09 75
गांधार		641		00	15 00
		640		00	30 00
जी जी एस-5		639		00	03 75
		635		00	15 60
ओएनजीसी रोड से		636		00	14 40
		686		00	30 10
कूप जी-10		684		00	09 00
		676/ए और बी		00	21 60
ओएनजीसी रोड से		680		00	01 20
कूप जीआर-13					
321					
ओएनजीसी रोड से					
कूप-49					
ओएनजीसी रोड-					
जीएनजीओ					

1	2	3	4
चांचवेल	678	00 31 20	
	677	00 06 00	
	752	00 00 80	
	753	00 72 00	
	ओएनजीसी	00 03 75	
	डब्ल्यूबीएम रोड		
	754	00 18 00	
	933	00 43 20	
	सीपीएफ	00 32 40	

[फा. सं.-12016/73/2006-ओ एन जी/डी-3]

ओ.पी. बनवारी, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 24th January, 2007

S.O 495.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from GGS-V TO CDF-Gandhar in Gujarat State pipeline should be laid by the Oil and Natural Gas Corporation Ltd., Ankleshwar.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the Schedule annexed hereto :—

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may within 21 days from the date of this notification object to the laying of the pipeline under the land to the Competent Authority, Oil and Natural Gas Corporation Ltd. Shed No. 27-C & M Building Complex Makarpura Road, Vadodara-390009.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal Practitioner.

SCHEDULE

Taluka : Vagara : District : Bharuch State : Gujarat

Name of Village	Survey No.	Part if any	ROU Area		
			Ha	Ar.	Sq. mt.
1	2	3	4		
Gandhar		GGS-V	00	14	70
		ONGC Road to # G-10	00	05	25
		ONGC Road to # G-13	00	03	75
	321		01	39	50
		ONGC Road to # 49	00	05	30

1	2	3	4
Gandhar	ONGC Road	00 03 60	
	GNGO		
	ONGC Road to GR-11	00 03 80	
	D/S # 33	00 26 25	
	D/S # 35	00 04 23	
	322/B	02 39 47	
	VIP Road	00 05 25	
Chanchwel			
	284	01 10 50	
	GNDZ-D/S	00 08 70	
	WBM Road to GNDZ	00 03 75	
	WBM Road to # 266	00 03 00	
	282	04 54 50	
	ONGC Road to G # 4	00 06 36	
	ONGC Road to GNDM	00 04 24	
	ONGC Road to # 318	00 05 28	
	389	00 19 20	
	390	00 09 00	
	1326	00 28 80	
	1327	00 15 60	
	1328	00 01 20	
	391	00 08 40	
	397	00 08 40	
	398	00 20 40	
	405	00 43 20	
	474	00 22 80	
	472	00 07 20	
	461/A & B	00 08 40	
	463	00 12 00	
	511	00 15 60	
	508	00 19 20	
	515	00 00 80	
	507	00 10 80	
	517	00 09 75	
	641	00 15 00	
	640	00 30 00	
	639	00 03 75	
	635	00 15 60	
	636	00 14 40	

1	2	3	4
Chanchwel	686		00 30 10
	684		00 09 00
	676/A & B		00 21 60
	680		00 01 20
	678		00 31 20
	677		00 06 00
	752		00 00 80
	753		00 72 00
	ONGC WBM Road		00 03 75
	754		00 18 00
	933		00 43 20
	CPF		00 32 40

[F. No. 12016/73/2006-ONG/D-III]

O. P. BANWARI, Under Secy.

नई दिल्ली, 24 जनवरी, 2007

का.आ. 496-यतः केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में जी.जी.एस-3 से सीपीएफ--गांधार तक पाइपलाइन से होकर अपरिष्कृत तेल के परिवहन के लिए एक पाइपलाइन ओ.एन.जी.सी. लिमिटेड की अंकलेश्वर परियोजना द्वारा बिछाई जानी चाहिए।

और केन्द्रीय सरकार को उक्त पाइप लाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर पाइपलाइन बिछाए जाने का प्रस्ताव है, और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, स्वयंसेवक के अधिकार का अर्जन किया जाए।

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है,

कोई भी व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उप-धारा (1) के अधीन भारत के राजपत्र में प्रकाशित अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के भीतर पाइपलाइन बिछाने के अधिकार के अर्जन के लिए सक्षम प्राधिकारी एवं संपर्क अधिकारी, ऑयल एण्ड नेचुरल गैस कॉर्पोरेशन लिमिटेड, शेड नं. 27, सी एण्ड एम, बिल्डिंग परिसर, मकरपुरा रोड, वडोदरा-390 009, राज्य गुजरात को लिखित रूप से आक्षेप भेज सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट: यह भी कथन करेगा कि क्या वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी के द्वारा।

अनुसूची					
तहसील : वागरा		जिला : धरुच	राज्य : गुजरात		
गांव की नाम	संख्या	भाग यदि है तो	क्षेत्रफल हेक्टे	आर. सेंटी आर	
1	2	3	4		
गांधार		जी जी एस-3	00	06	00
	418		00	07	20
	419		00	12	75
मुलेर		मुलेर-गांधार रोड	00	05	25
	31/ए-1				
	31/ए-2		00	15	60
	31/बी				
	36/ए		00	08	40
	36/बी				
	32/ए				
	32/बी		00	01	20
		डब्ल्यू बी एम रोड	00	03	00
	33		00	24	00
	27		00	28	80
	26		00	03	00
	25		00	28	80
	15		00	19	20
		डीटीवायएस	00	63	60
	6/1		00	48	00
	6/2				
	1		00	06	00
		वीआईपी रोड	00	09	60
	84		00	01	20
मुलेर	7/1		00	02	40
	7/2				
	83		00	00	80
	88		00	15	60
	87		00	25	20
	85		00	00	50
	86		00	06	00
	78		00	21	60
	77		00	25	20
	76		00	12	00
	75		00	19	20
पालडी	270/ए				
	270/बी		00	06	30
	272		00	41	10
	271		00	01	60
	277		00	38	40
	275		00	06	60
	273		00	10	80

1	2	3	4	1	2	3	4
पालड़ी-जारी	274		00 06 60	चांचवेल-जारी	416		00 14 40
	जीजीएस-2		00 06 00		415		00 07 50
	281		00 14 40		414		00 18 00
	278		00 02 70		457		00 09 60
	280		00 02 40		413		00 12 00
	279		00 13 20		412		00 00 80
	306		00 09 75		410		00 15 60
	308		00 09 60		411		00 12 00
	310		00 18 00		459/ए		
	311		00 22 80		459/बी		00 06 00
	कार्ट ट्रेक		00 02 40		473		00 15 60
	360		00 08 40		474		00 15 60
	361		00 12 00		472		00 06 30
	373/ए		00 22 80		461/ए		
	373/बी				461/बी		00 08 40
	374		00 14 40		463		00 12 00
	375		00 26 40		511		00 15 60
	376		00 07 20		515		00 09 60
	402		00 08 40		508		00 09 60
	401		00 24 00		507		00 09 75
	392/ए		00 00 80	चांचवेल	517		00 10 80
	392/बी				641		00 15 60
	400		00 19 20		640		00 31 20
	399		00 10 80		639		00 02 40
	397		00 14 40		635		00 19 20
	339		00 76 80		636		00 13 50
	पालड़ी खाड़ी		00 03 00		686		00 31 80
चांचवेल	281		00 81 60		684		00 08 40
	ओएनजीसी रोड		00 06 00		676/ए		
	274		00 04 80		676/बी		00 21 60
	275		00 09 00		680		00 01 90
	280		00 16 80		678		00 30 65
	278		00 13 35		752		00 00 80
	279		00 16 80		677		00 04 80
	कार्ट ट्रेक		00 09 60		753		00 72 00
	424		00 14 40		डब्ल्यू बी एम रोड		00 03 00
	425		00 15 60		754		00 17 40
	426		00 10 80		933		00 39 60
	ओएनजीसी रोड		00 03 00		930		00 07 20
	422		00 03 60		सी पी एफ		00 36 00
	427		00 24 00				
	429		00 00 50				

[फा. सं.-12016/74/2006-ओ एन जी/डी-III]

ओ.पी. बनवारी, अवर सचिव

New Delhi, the 24th January, 2007

S.O 496.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from GGS-III to CPF Gandhar in Gujarat State pipeline should be laid by the Oil and Natural Gas Corporation Ltd., Ankleshwar.

And Whereas it appears that for the purpose of laying such pipeline it is necessary to acquire that right of user in the land described in the schedule annexed hereto :—

Now, therefore in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may within 21 days from the date of this notification object to the laying of the pipeline under the land to the Competent Authority, Oil and Natural Gas Corporation Ltd. Shed No 27. C&M Building Complex Makarpura Road Vadodara-390 009.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal Practitioner.

SCHEDULE

Taluka : Vagara :		District : Bharuch	State : Gujarat		
Name of Village	Survey No.	Part if any	ROU Area		
			Ha	Ar.	Sq. mt
1	2	3	4		
Gandhar		GGs-III	00	06	00
	418		00	07	20
	419		00	12	75
Muler		Muler Gandhar Road	01	05	25
	31/A-1	}	00	15	60
	31/A-2				
	31/B				
	36/A	}	00	08	40
	36/B				
	32/A				
	32/B	WBM Road	00	01	20
	33				
	27				
	26				
	25				
	15				
		DTYS	00	63	60
	6/Paiki-1				
	6/Paiki-2	00	48	00	
Muler-	1	Cattle Field,	00	06	00

1	2	3	4		
(Contd.)		village Pan-chayat Muler VIP Road	00	09	60
	84		00	01	20
	7/Paiki-1		00	02	40
	7/2Paiki-2				
	83		00	00	80
	88		00	15	60
	87		00	25	20
	85		00	00	50
	86		00	06	00
	78		00	21	60
	77		00	25	20
	76		00	12	00
	75		00	19	20
Paladi	270/A		00	06	30
	270/B				
	272		00	41	10
	271		00	01	60
	277		00	38	40
	275		00	06	60
	273		00	10	80
	274		00	06	60
		GGs-II	00	06	00
	281		00	14	40
	278		00	02	70
	280		00	02	40
Paldi	279		00	13	20
	306		00	09	75
	308		00	09	60
	310		00	18	00
	311		00	22	80
		Cart Track	00	02	40
	360		00	08	40
	361		00	12	00
	373/A		00	22	80
	373/B				
	374				
	375		00	26	40
	376		00	07	20
	402		00	08	40
	401		00	24	00
	392/A		00	00	80
	392/B				
	400		00	19	20
	399		00	10	80
	397		00	14	40
	339		00	76	80
		Paladi Khadi	00	03	00
Chancwvel	281		00	81	60

1	2	3	4
	ONGC Road	00	06 00
274		00	04 80
275		00	09 00
280		00	16 80
278		00	13 35
279		00	16 80
	Cart Trek	00	09 60
424		00	14 40
425		00	15 60
426		00	10 80
	ONGC Road	00	08 00
422		00	08 60
427		00	24 00
429		00	00 50
416		00	14 40
415		00	07 50
414		00	18 00
457		00	09 60
413		00	12 00
412		00	00 80
410		00	15 60
411		00	12 00
459/A		00	06 00
459/B			
473		00	15 60
474		00	15 60
472		00	06 30
461/A		00	08 40
461/B			
463		00	12 00
511		00	15 60
515		00	09 60
508		00	09 60
507		00	09 75
517		00	10 80
641		00	15 60
640		00	31 20
639		00	02 40
635		00	19 20
636		00	13 50
686		00	31 80
684		00	08 40
676/A		00	21 60
676/B			
680		00	01 90
678		00	30 65
752		00	00 80
677		00	04 80
753		00	72 00
	WBM Road	00	08 00
754		00	17 40
933		00	39 60
930		00	07 20
	CPF	00	36 00

[F.No.-12016/74/2006-ONG-III]
O.P. BANWARI, Under Secy.

नई दिल्ली, 9 फरवरी, 2007

का.आ. 497.-यतः केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है राजस्थान राज्य में बिजयपुर-कोटा एवं स्पर पाइपलाईन परियोजना द्वारा प्राकृतिक गैस के परिवहन के लिए गेल (इण्डिया) लिमिटेड द्वारा एक पाइपलाईन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइप लाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर पाइपलाईन बिछाए जाने का प्रस्ताव है, और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए।

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है,

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथाप्रकाशित अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाईन बिछाए जाने के संबंध में, श्री एस. सी. जैन, संक्षम प्राधिकारी, गेल (इण्डिया) लिमिटेड, चतुर्थ तल, क्रिस्टल मॉल, ए-3, सवाई जय सिंह राजमार्ग, बनीपार्क, जयपुर-302016 (राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला	तहसील	गांव	सर्वे नं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्र (हेक्टर में)
1	2	3	4	5
कोटा	दीगोद	ककरावदा	197	0.3480
			215/235	0.6360
			173	0.0880
			योग	1.0720
कोटा	दीगोद	पाचडा	264	0.2400
			278	0.0700
			276	0.4080
			274	0.2160
			273	0.1080

1	2	3	4	5
दीगोद	पाचडा	271	0.2400	
			223	0.1000
			32	0.2400
			31	0.2520
			योग	1.8740
कोटा	लाडपुरा	खेडा	44	0.1000
			61	0.0400
			131	0.0800
			योग	0.2200

[फा. सं. एल-14014/16/2006-जीपी]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 9th February, 2007

S.O. 497.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas through Vijaipur—Kota and spur pipeline project in the State of Rajasthan, a pipeline should be laid by the GAIL (India) Limited.;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now therefore in exercise of powers conferred by Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under Sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to Shri S.C. Jain, Competent Authority, GAIL (India) Limited, 4th Floor, Crystal Mall, A-3, Sawai Jai Singh Highway, Banipark, Jaipur-302016 (Rajasthan).

SCHEDULE

District	Tahsil	Village	Survey No.	Area to be acquired for R.O.U (in Hect.)
1	2	3	4	5
Kota	Digod	Kakravada	197	0.3480
			215/235	0.6360
			173	0.0880
			Total	1.0720

1	2	3	4	5
Kota	Digod	Pachada	264	0.2400
			278	0.0700
			276	0.4080
			274	0.2160
			273	0.1080
			271	0.2400
			223	0.1000
			32	0.2400
			31	0.2520
			Total	1.8740
Kota	Lad-pura	Kheda	44	0.1000
			61	0.0400
			131	0.0800
			Total	0.2200

[F. No. L-14014/16/2006-G.P.]

S. B. MANDAL, Under Secy.

नई दिल्ली, 15 फरवरी, 2007

का.आ. 498- केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 680 तारीख 17-02-2006 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा तमिलनाडु राज्य में सी.पी.सी.एल से केमप्लास्ट वाया कन्नप्पल स्टील पाइपलाइन परियोजना के माध्यम से प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियां जनता को तारीख 06-03-2006 तक उपलब्ध करा दी गई थी;

और पाइपलाइन बिछाने के संबंध में जनता से कोई आक्षेप प्राप्त नहीं हुए;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और सक्षम प्राधिकारी ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइनों बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइनों बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देती है कि पाइपलाईन बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने की बजाए, पाइपलाईन बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए, सभी किल्लिंगमों से मुक्त, गेल (इण्डिया) लिमिटेड में निहित होगा।

अनुसूची

जिला	तहसील	गांव	सर्वे नं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्र (हेक्ट. में)
1	2	3	4	5
नागा-पट्टिनम	नागा-पट्टिनम	124-पन्नगुडी	159-2	0.50.0 जी.पी.
			160-1	0.19.0
			160-2	0.06.0 जी.पी.
			161-2A	0.07.5 जी.पी.
			योग	0.82.5

[फा. सं.-14014/15/2004-जी.पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 15th February, 2007

S.O. 498.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 680 dated 17-02-2006 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of natural gas through CPCL to Chemplast via Kannappan Steel pipeline project in the State of Tamilnadu by the GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public on 06-03-2006;

And whereas no objection were received from the public to the laying of the pipeline;

And whereas the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted its report to the Central Government;

And whereas the Central Government has, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the

land specified in the Schedule is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of the declaration, in the GAIL (India) Limited, free from all encumbrances.

SCHEDULE

District	Tahsil	Village	Survey No.	Area to be acquired for R.O.U (in Hect.)
1	2	3	4	5
Naga-pattinam	Naga-pattinam	124. Panan-gudi	159-2	0.50.0 G.P.
			160-1	0.19.0
			160-2	0.06.0 G.P.
			161-2A	0.07.5 G.P.
			Total	0.82.5

[F.No.L-14014/15/2004-G.P.]

S. B. MANDAL, Under Secy.

नई दिल्ली, 15 फरवरी, 2007

का.आ. 499.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 679 तारीख 17-2-2006 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा पाइपलाइन केन्द्र शासित प्रदेश में सी.पी.सी.एल से केमप्लास्ट वाया कन्नप्पल स्टील पाइपलाइन परियोजना के माध्यम से प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियां जनता को तारीख 6-3-2006 तक उपलब्ध करा दी गई थीं;

और पाइपलाइन बिछाने के संबंध में जनता से कोई आक्षेप प्राप्त नहीं हुए;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और सक्षम प्राधिकारी ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उस में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, वह घोषणा

करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइनों बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देती है कि पाइपलाइनों बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने की बजाए, पाइपलाइनों बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगमों से मुक्त, गेल (इण्डिया) लिमिटेड में निहित होगा।

अनुसूची

जिला	तहसील	गांव	सर्वे नं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल (हेक्ट. में)
1	2	3	4	5
पाण्डिचेरी	कराइकल	37. बन्जोर	6	0.10.0 जी.पी.
			7-1D	0.18.0
			7-2	0.04.0 जी.पी.
			14-1	0.00.5 जी.पी.
			14-2	0.03.5 जी.पी.
			15-4D	0.04.5
			13	0.07.5 जी.पी.
			18	0.03.0 जी.पी.
			20-1A	0.13.0
			20-2B	0.03.5
			20-2A	0.04.0
			19-1A	0.48.0
			19-2	0.30.0 जी.पी.
			36	0.30.0
योग			1-79-5	

[फा. सं. एल.-14014/15/2004-जी.पी. (भाग-I)]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 15th February, 2007

S.O. 499.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 679 dated 17-2-2006 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the

Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of natural gas through CPCL to Chemplast via Kannappan Steel pipeline project in Union Territory of Pondicherry by the GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public on 6-3-2006;

And whereas no objection were received from the public to the laying of the pipeline;

And whereas the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted its report to the Central Government;

And whereas the Central Government has, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedule is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of the declaration, in the GAIL (India) Limited, free from all encumbrances.

SCHEDULE

District	Tahsil	Village	Survey No.	Area to be acquired for R.O.U (in Hect.)
1	2	3	4	5
Pondicherry	Karikal	37. Vanjore	6	0.10.0 G.P.
			7-1D	0.18.0
			7-2	0.04.0 G.P.
			14-1	0.00.5 G.P.
			14-2	0.03.5 G.P.
			15-4D	0.04.5
			13	0.07.5 G.P.
			18	0.03.0 G.P.
			20-1A	0.13.0
			20-2B	0.03.5
			20-2A	0.04.0
			19-1A	0.48.0
			19-2	0.30.0 G.P.
			36	0.30.0
Total			1.79.5	

[F. No. L-14014/15/2004-G.P. (Part-I)]

S. B. MANDAL, Under Secy.

नई दिल्ली, 15 फरवरी, 2007

का.आ. 500.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 671 तारीख 14-2-2006 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा तमिलनाडु राज्य में कुथालम-टी.एन.ई.बी. से सहेली एक्सपोर्ट्स (प्रा.) लिमिटेड पाइपलाइन परियोजना के माध्यम से प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियां जनता को तारीख 18-6-2006 तक उपलब्ध करा दी गई थीं;

और पाइपलाइन बिछाने के संबंध में जनता से कोई आक्षेप प्राप्त नहीं हुए;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और सक्षम प्राधिकारी ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइनों बिछाने के लिए अपेक्षित हैं, उस में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइनों बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देती है कि पाइपलाइनों बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने की बजाए, पाइपलाइनों बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगमों से मुक्त, गेल (इण्डिया) लिमिटेड में निहित होगा।

अनुसूची

जिला	तहसील	गांव	सर्वे नं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल (हेक्ट. में)
1	2	3	4	5
नागा-पट्टिनम्	मयिलादु-थुरई	130-पेरूमल	116	0.02.0
		कोइल	115	0.16.5
			योग	0.18.5

1	2	3	4	5
नागा-पट्टिनम्	मयिलादु-थुरई	80-मरूथुर	19-1	0.04.0
			19-2ए	0.03.5
			19-3	0.08.5
			119	0.21.0
			118	0.01.0
				सरकारी भूमि
			117-2बी	0.11.0
			109-2	0.14.5
			108	0.01.0
				सरकारी भूमि
			103-3	0.05.5
			103-4	0.07.0
			155-1	0.02.5
			162	0.02.0
				सरकारी भूमि
			163-1ए	0.03.0
			163-1बी	0.08.0
			163-1सी	0.01.0
			163-1डी	0.04.5
			163-1ई	0.07.0
			164	0.01.0
				सरकारी भूमि
			165-1डी	0.01.0
			165-1ई	0.03.0
			90	0.00.5
				सरकारी भूमि
			92-1	0.01.0
			92-3	0.01.0
			92-4	0.04.0
			92-5बी1	0.06.5
			92-5बी2	0.07.0
			92-6	0.04.0
			89-1	0.05.5
			89-2बी	0.12.0
			योग	1.51.5
नागा-पट्टिनम्	मयिलादु-थुरई	134/बी-कोमल	805	0.02.0
				सरकारी भूमि
			796-12	0.08.0
			799	0.02.0
				सरकारी भूमि

1	2	3	4	5	1	2	3	4	5
		1065	0.01.0		नागा-	मयिलादु-	134/बी-	588-2बी	0.09.5
		800-1	0.02.0		पट्टिनम्	थुरई	कोमल	588-16	0.05.0
		809-1	0.12.0					588-17	0.02.0
			सरकारी भूमि					590-1	0.02.0
		770-1	0.16.0					591	0.10.0
		748-3	0.03.5					592-1ए	0.03.5
		749	0.08.5					592-1बी	0.03.0
		750	0.01.0					592-3ए	0.14.5
		737	0.01.0					597-3	0.02.0
			सरकारी भूमि					597-4	0.06.5
		736	0.12.0					598	0.01.5
		734-1	0.04.5						
		734-2ए	0.04.0						
		734-2बी	0.05.0						
		703-3बी	0.03.5						
		703-3सी1	0.02.5						
		703-3सी2	0.02.5						
		703-6ए	0.02.0						
		703-6बी	0.02.5						
		702	0.02.0						
			सरकारी भूमि						
		1096	0.01.0						
			सरकारी भूमि						
		699-3	0.01.0						
			सरकारी भूमि						
		699-9	0.04.0						
		698-1ए	0.07.0						
		698-1बी	0.04.5						
		698-2ए	0.02.5						
		698-2बी	0.01.0						
		698-5	0.11.0						
		698-6	0.07.5						
		1095	0.01.0						
			सरकारी भूमि						
		691-1	0.01.0						
		691-2	0.11.5						
		691-7	0.04.0						
		698-8	0.01.5						
		587-1	0.09.0						
					योग 2.24.5				
					[फा. सं. एल.-14014/5/2006-जी.पी.]				
					एस. बी. मण्डल, अवर सचिव				
					New Delhi, the 15th February, 2007				
					<p>S.O. 500.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 671 dated 14-2-2006 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of natural gas through Kuthalam-TNEB to Saheli Exports (P) Ltd. pipeline project in the State of Tamilnadu by the GAIL (India) Limited;</p> <p>And whereas copies of the said Gazette notification were made available to the public on 18-6-2006;</p> <p>And whereas no objection were received from the public to the laying of the pipeline;</p> <p>And whereas the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted its report to the Central Government;</p> <p>And whereas the Central Government has, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;</p> <p>Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedule is hereby acquired for laying the pipeline;</p> <p>And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in</p>				

the Central Government, vest, on this date of the publication of the declaration, in the GAIL (India) Limited, free from all encumbrances.

SCHEDULE

District	Tahsil	Village	Survey No.	Area to be acquired for R.O.U (in Hect.)
1	2	3	4	5
Naga-patti-nam	Mayila-duthurai	130-Perumal Koil	116	0-02-0 G.P.
			115	0-16-5
			Total	0.18.5
Naga-patti-nam	Mayila-duthurai	80-Maruthur	19-1	0.04.0
			19-2A	0.03.5
			19-3	0.08.5
			119	0.21.0
			118	0.01.0 G.P.
			117-2B	0.11.0
			109-2	0.14.5
			108	0.01.0 G.P.
			103-3	0.05.5
			103-4	0.07.0
			155-1	0.02.5
			162	0.02.0 G.P.
			163-1A	0.03.0
			163-1B	0.08.0
			163-1C	0.01.0
			163-1D	0.04.5
			163-1E	0.07.0
			164	0.01.0 G.P.
			165-1D	0.01.0
			165-1E	0.03.0
			90	0.00.5 G.P.
			92-1	0.01.0
			92-3	0.01.0
			92-4	0.04.0
			92-5B1	0.06.5
			92-5B2	0.07.0
			92-6	0.04.0
			89-1	0.05.5
			89-2B	0.12.0
			Total	1.51.5
Naga-patti-nam	Mayila-duthurai	134/B-Komal	805	0.02.0 G.P.
			796-12	0.08.0
			799	0.02.0 G.P.
			1065	0.01.0
			800-1	0.02.0

1	2	3	4	5
Naga- patti- nam	Mayila- duthurai	134/B- Komal	809-1	0.12.0 G.P.
			770-1	0.16.0
			748-3	0.03.5
			749	0.08.5
			750	0.01.0
			737	0.01.0 G.P.
			736	0.12.0
			734-1	0.04.5
			734-2A	0.04.0
			734-2B	0.05.0
			703-3B	0.03.5
			703-3C1	0.02.5
			703-3C2	0.02.5
			703-6A	0.02.0
			703-6B	0.02.5
			702	0.02.0 G.P.
			1096	0.01.0 G.P.
			699-3	0.01.0 G.P.
			699-9	0.04.0
			698-1A	0.07.0
			698-1B	0.04.5
			698-2A	0.02.5
			698-2B	0.01.0
			698-5	0.11.0
			698-6	0.07.5
			1095	0.01.0 G.P.
			691-1	0.01.0
			691-2	0.11.5
			691-7	0.04.0
			698-8	0.01.5
			587-1	0.09.0
			588-2B	0.09.5
			588-16	0.05.0
			588-17	0.02.0
			590-1	0.02.0
			591	0.10.0
			592-1A	0.03.5
			592-1B	0.03.0
			592-3A	0.14.5
			597-3	0.02.0
			597-4	0.06.5
			598	0.01.5
			Total	2.24.5

[F.No. L-14014/5/2006-G.P.]

S. B. MANDAL, Under Secy.

नई दिल्ली, 13 फरवरी, 2007

का. आ. 501.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी और भारत के राजपत्र में प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का० आ० 4246 तारीख 26 अक्टूबर, 2006 द्वारा उड़ीसा राज्य में पारादीप से पश्चिमी बंगाल राज्य में हल्दिया तक इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा कच्चे तेल के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन हेतु उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी।

और, उक्त राजपत्र अधिसूचना की प्रतियाँ जनता की तारीख 21-11-2006 को उपलब्ध करा दी गई थी।

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना है।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, घोषणा करती है कि इस अधिसूचना की अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार पाइपलाइन बिछाए जाने हेतु अर्जित किया जाता है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि के उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाय सभी विल्लंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

पुलिस थाना :	सूताहाटा	जिला :	पूर्व मिदनापुर	राज्य :	पश्चिमी बंगाल
				क्षेत्रफल	
गाँव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	हेक्टेयर	एयर	वर्ग मीटर
(1)	(2)	(3)	(4)	(5)	(6)
बाडसूदरा	54	221	00	00	61
इशबरदह जालपाइ	53	116	00	00	40
पुलिस थाना :	भुपतिनगर				
किसमत बाजकुल	156	4855	00	09	49

(1)	(2)	(3)	(4)	(5)	(6)
पुलिस थाना : मारिशदा					
डुमुरबेरे	47	266	00	03	40
पश्चिम सरपाई	46	662	00	04	45

[फा. सं. आर-25011/13/2004-ओ.आर.-1]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 13th February, 2007

S. O. 501.— Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 4246 dated the 26th October, 2006, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for the transportation of crude oil from Paradip in the State of Orissa to Haldia in the State of West Bengal by Indian Oil Corporation Limited ;

And whereas, the copies of the said notification were made available to the public on 21-11-2006

And whereas, the competent Authority in pursuance of sub-section (1) of section 6 of the said Act, has submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report, is satisfied that the right of user in the land specified in the schedule appended to this notification should be acquired ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by the sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in Indian Oil Corporation Limited free from all encumbrances.

Schedule

Police Station :	Sutahata	District : Purba Midnapur		State : West-Bengal	
Name of Village	Jurisdiction List No.	Plot. No.	Area		
			Hectare	Are	Square Metre
(1)	(2)	(3)	(4)	(5)	(6)
Barsundara	54	221	00	00	61
Iswardaha Jalpai	53	116	00	00	40
Police Station : Bhupatinagar					
Kismatbajkul	156	4855	00	09	49
Police Station : Marishda					
Dumurbere	47	266	00	03	40
Paschim Sarpai	46	662	00	04	45

[F. No. R-25011/13/2004-O.R.-I]
S.K. CHITKARA, Under Secy.

नई दिल्ली, 13 फरवरी, 2007

का. आ. 502.—केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोक हित में यह आवश्यक है कि हरियाणा राज्य में पानीपत से पंजाब राज्य के नामा होते हुए पंजाब राज्य के जालंधर तक लिक्विफाइड पेट्रोलियम गैस के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के भीतर पाइपलाइन बिछाए जाने के लिए उपयोग के अधिकार के अर्जन के लिए, श्री गगनदीप सिंह, सक्षम प्राधिकारी (पंजाब), इंडियन ऑयल कॉर्पोरेशन लिमिटेड, मकान नं० 23, खुखरेन कालोनी, खालसा स्कूल रोड, खन्ना, लुधियाना, पंजाब, को लिखित रूप में आक्षेप भेज सकेगा।

अनसूची						
तहसील : खन्ना		जिला : लुधियाना		राज्य : पंजाब		
गांव का नाम	हदबस्त संख्या	मुस्तील संख्या	खसरा / किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6	7
इशनपुर	175		249	00	00	42
			601/494	00	06	74
			602/494	00	10	96
			495/1	00	13	91
			546	00	01	26
			548	00	09	27
			549	00	03	79
			550	00	00	42
			552	00	21	08
रोहनु खुर्द	265		898/763	00	03	04
			899/763	00	08	35
			764	00	00	25
			769	00	09	36
			770	00	01	77
			771	00	02	53
			772	00	01	26
			828/1	00	00	25
			829	00	10	62
			833	00	00	76
			834	00	11	89
			836	00	01	77
			837	00	10	62
			838	00	06	83
रोहनु कलां	264	32	1	00	03	04
			10	00	11	38
			11	00	11	13
			20	00	11	38
			21/1	00	11	13
		33	1	00	09	11
			10/8	00	00	51
			10/9	00	05	56
			11	00	07	08
			20	00	05	56
		34	21	00	02	02
			5	00	00	25
			6	00	00	51
			15	00	02	78
			16	00	05	56
			25	00	09	11
		51	5	00	11	13

1	2	3	4	5	6	7
रोहनु कलां	264	51	6	00	11	13
			15	00	11	13
			16	00	09	86
			25	00	11	13
		52	1	00	00	25
		56	5	00	11	13
			6	00	11	13
			15	00	11	13
			16	00	11	13
			17	00	00	25
			24/1	00	01	52
			24/2	00	01	01
			25	00	09	11
		64	4	00	06	32
			5	00	04	81
			6	00	00	25
			7	00	12	14
			13	00	00	25
			14	00	12	14
			17	00	06	07
			18	00	06	07
			23	00	12	14
			24	00	00	25
		70	2	00	00	25
			3	00	12	14
			8	00	06	07
			9	00	06	07
			12	00	12	14
			19	00	11	89
			20	00	00	51
			21	00	09	11
			22	00	03	04
		75	6	00	02	02
			15	00	11	13
			16	00	10	88
			17	00	00	25
			24	00	06	07
			25	00	06	07
		76	1/1	00	05	31
			1/2	00	05	31
			10/1	00	07	59
			10/2	00	00	25
			11	00	00	25
		83	4	00	12	14

1	2	3	4	5	6	7
राहुनु कला	264	83	5/1	00	00	25
			7/2	00	11	38
			8/1	00	00	51
			13	00	09	36
			14	00	02	78
			18	00	12	14
			22	00	03	54
			23	00	08	60
		85	3	00	02	78
			218	00	05	31
			318	00	02	53
			328	00	02	78
			361	00	04	30
राजेवाल	263	4	3	00	00	25
			8	00	04	81
			9/1	00	06	83
			12/1	00	05	06
			12/2	00	02	28
			13/1	00	02	02
			13/2	00	00	25
			18/3	00	00	25
			19	00	10	62
			22/1	00	07	08
			22/2	00	04	05
		8	2/2	00	10	62
			9/1	00	11	13
			12	00	11	13
			19/1	00	11	13
			22	00	11	13
		12	2/1/1	00	06	32
			2/1/2	00	04	30
			9	00	11	13
			11	00	00	25
			12	00	11	13
			19	00	10	12
		15	20	00	01	01
			21/1	00	00	51
			21/2	00	03	04
			22	00	07	59
			1	00	06	58
			2	00	04	55
			9	00	02	02
			10	00	09	11
			11	00	10	62

1	2	3	4	5	6	7
राजेवाल	263	15	12	00	00	51
			20	00	11	13
			21	00	10	62
			21	00	01	77
			233	00	00	51
			426	00	03	54
फतेहपुर ढक	244	11	17	00	07	33
			24	00	11	13
			12	00	11	38
			7/1	00	05	82
			7/2	00	01	26
			8	00	01	01
			13/1	00	07	08
			13/2	00	00	51
			14/1	00	01	01
			14/2	00	00	25
			18	00	11	38
			23/1	00	08	35
			23/2	00	02	78
		23	3	00	11	13
			8/1	00	00	51
			8/2	00	04	30
			13	00	11	13
			18	00	11	13
			22	00	00	25
			23	00	11	13
		26	2	00	01	26
			3	00	07	08
			34	00	07	08
			38	00	05	56
कोटला ढक	245		58	00	02	78
			59/1	00	07	08
			60	00	07	08
			61	00	07	59
			62	00	08	09
			63	00	01	52
			64	00	03	54
			65	00	03	54
			66	00	04	05
			67	00	05	56
			76	00	01	77
			93	00	01	52
			117	00	07	84
			118	00	11	38

1	2	3	4	5	6	7
कोटला ढक	245		119	00	00	76
			137	00	10	62
			138	00	04	55
			140	00	07	08
			141	00	00	76
			154	00	09	61
			155	00	00	51
			328	00	15	68
			329	00	00	25
			330	00	04	55
			331	00	06	58
			332	00	05	31
			333	00	03	81
			334	00	07	08
			335	00	02	53
			336	00	05	56
			356	00	00	51
			576/365	00	02	02
			366	00	09	36
			367	00	03	04
			368	00	08	09
			372	00	10	88
			373	00	11	38
			374	00	00	25
			391	00	11	38
			392	00	11	38
चकोही	235	18	18/2	00	07	08
			19/1	00	00	25
			22/2	00	05	56
			23/1	00	05	56
		33	2/1	00	00	25
			2/2	00	10	88
			3/1	00	00	25
			9/1	00	01	77
			9/2	00	11	63
			12/1	00	08	09
			12/2	00	00	25
			19/1	00	01	01
			19/2	00	08	60
			20/1	00	00	25
			21/2	00	00	76
			21/3	00	06	32
			22/1	00	04	05
			22/2	00	00	51

1	2	3	4	5	6	7
चकोही	235	38	1	00	11	38
			2/1	00	00	25
			10	00	11	38
			11	00	11	38
			20/1	00	02	02
			20/2	00	06	07
			21/1	00	01	26
		39	16/1	00	00	25
			16/2	00	01	26
			25	00	10	37
		49	5/1	00	02	02
			5/2	00	06	32
			6/1	00	00	25
			6/2	00	05	82
			7	00	04	30
			14/1	00	01	52
			14/2	00	09	86
			15/1	00	00	25
			17/1	00	02	02
			17/2	00	09	36
			23	00	07	33
			24/1	00	01	77
		55	3/1	00	10	88
			3/2	00	01	01
			8/1	00	06	07
			8/2	00	05	31
			9/2	00	00	25
			12	00	08	60
			13/1	00	03	04
			19	00	11	63
			21	00	01	52
			22	00	10	12
			26	00	00	25
		63	1	00	06	07
			2	00	05	06
			9/1	00	00	51
			9/2	00	04	55
			10	00	06	07
			11/1	00	00	51
			11/2	00	05	56
			12	00	05	06
			19	00	04	55
			20	00	06	58
			21/1	00	04	05

1	2	3	4	5	6	7
चकोडा	235	63	21/2	00	00	25
			21/3	00	03	81
			22	00	03	54
		68	1/1	00	00	25
			1/2	00	08	09
			2	00	03	04
			9	00	03	04
			10/1	00	08	09
			10/2	00	00	25
			11	00	08	60
			12	00	02	53
			19	00	01	01
			20	00	04	55
			91	00	02	53
			92	00	04	30
			93	00	01	52
			420	00	02	78
			424	00	02	02
भमाघी	234	30	2	00	04	55
			9	00	11	38
			12/1	00	04	81
			12/2	00	05	56
			13/2	00	00	25
			18/2	00	05	56
			19	00	05	56
			22/4	00	00	25
			23/1	00	11	13
		47	3	00	11	38
			8	00	11	38
			13	00	10	62
			14/1	00	01	01
			17/1	00	01	26
			17/2	00	03	81
			18/1	00	02	28
			18/2	00	03	04
			23	00	09	86
			24	00	01	52
		51	3	00	11	38
			8	00	10	37
			12	00	00	25
			13	00	11	13
			18/1	00	05	06
			19	00	04	55
			22/2	00	08	60

1	2	3	4	5	6	7
भमाशी	234	51	23	00	00	25
			26	00	01	26
		68	2	00	09	61
			9	00	11	38
			11/2	00	00	25
			12	00	11	38
			19	00	06	07
			20/1	00	05	06
			21/1	00	00	51
			21/2	00	04	05
			21/3	00	05	31
			22/1	00	00	51
			26	00	00	76
		71	1	00	11	38
			10/1	00	00	25
			10/2	00	11	13
			11/1	00	03	54
			11/2	00	04	05
			11/3	00	03	54
			20/1	00	06	07
			20/2	00	01	77
			21	00	01	01
		72	15	00	00	25
			16/1	00	00	76
			16/2	00	01	26
			25	00	08	09
		85	5	00	11	38
			6	00	11	38
			15/1	00	02	28
			15/2	00	07	08
			16/2	00	04	55
			16/3	00	04	30
			17/1	00	00	25
			17/2	00	02	02
			24/2	00	07	08
			24/3	00	01	52
			25/1/1	00	00	25
			25/1/2	00	02	53
		90	4	00	11	38
			5	00	00	25
			7	00	11	38

1	2	3	4	5	6	7
नमाधी	234		14/1	00	11	38
			17/2	00	10	37
			18/2	00	01	26
			23	00	07	08
			24	00	04	05
		96	3/1	00	04	30
			3/2	00	07	08
			4	00	00	25
			8	00	11	38
			13	00	11	38
			18	00	02	53
			104	00	05	06
			105	00	03	54
			139	00	01	26
			159	00	01	26
			175	00	01	26
			193	00	02	53
			201	00	01	01
मोहनपुर	229	14	21/2	00	01	26
		15	6/2	00	03	29
			15/1	00	02	78
			15/2	00	08	35
			16/1	00	13	41
			16/2	00	00	76
			25/1	00	02	78
			25/2	00	03	54
		17	5/1	00	00	25
			5/2	00	01	26
		18	1	00	11	63
			9/2	00	00	25
			10/1	00	05	56
			10/2	00	06	83
			11	00	04	81
			12	00	07	84
			19/1	00	11	38
			19/2	00	01	26
			22/1/2	00	09	11
			22/2	00	00	76
			23	00	01	77
		30	2	00	00	25
			3/1	00	05	31
			3/2	00	06	07

1	2	3	4	5	6	7
मोहनपुर	229		7	00	00	25
			8	00	09	88
			13/1	00	03	04
			14/1	00	08	80
			14/2	00	01	01
			17/1	00	00	25
			17/2	00	12	85
			24/2	00	05	08
			24/3	00	03	29
			25/1	00	02	78
			25/2	00	01	28
		34	4/2	00	00	25
			5/1	00	04	05
			5/2	00	06	07
			5/3	00	02	78
			6/1/1	00	01	01
			6/1/2	00	10	37
			6/2	00	00	25
			15/2	00	01	01
		35	10/1	00	01	01
			11/1	00	05	56
			11/2/1	00	00	25
			11/2/2	00	02	53
			19/1	00	00	76
			19/2	00	00	25
			20/1	00	11	13
			21	00	02	78
			22/1	00	09	36
		44	2	00	08	60
			62	00	03	54
			84	00	05	06
			409	00	01	01
			413	00	01	26
गराड़ माजरा	230		186	00	04	30
			487	00	01	26
			488	00	02	53
			548	00	08	35
			549	00	08	09
देहरू	164	11	3	00	06	83
			4	00	05	06
			7	00	00	25
			8	00	10	88

1	2	3	4	5	6	7
देहरू	164		13/1	00	01	01
			13/2	00	10	12
			18	00	11	13
			23	00	11	13
		21	2	00	00	25
			3/1/1	00	00	76
			3/1/2	00	11	63
			8	00	04	81
			9/1	00	03	54
			9/2	00	00	25
			12/2	00	10	12
			13	00	01	01
			19	00	11	13
			22	00	11	13
		25	2	00	11	13
			9	00	11	13
			10	00	00	25
			11	00	03	54
			12	00	07	59
			19/2	00	02	02
			20/1	00	09	86
			20/2	00	01	01
			21	00	09	86
			22/1	00	00	25
		40	5	00	00	25
			6	00	09	86
			14/1	00	00	25
			14/2	00	06	58
			15/1	00	08	85
			15/2	00	00	25
			17/1	00	01	52
			17/2	00	02	02
			17/3	00	06	07
			18/1	00	08	35
			18/2	00	01	26
			21	00	00	51
			22	00	13	66
			23/1	00	05	82
		41	1	00	07	59
		47	1	00	15	18
			2	00	02	02
			10	00	00	51

1	2	3	4	5	6	7
देहरू	164	48	5/2	00	02	02
			6/1	00	04	30
			6/2	00	05	56
			7	00	04	55
			13	00	07	08
			14	00	10	37
			15/1	00	00	25
			18	00	06	32
			19	00	10	88
			21	00	12	65
			22	00	04	55
			27	00	02	28
			28	00	00	25
	49		25	00	00	25
	54		25	00	00	25
	55		4/2	00	00	76
			5	00	11	38
			6	00	00	51
			7	00	09	86
			8/1	00	04	55
			12	00	07	59
			13/1	00	07	08
			13/2	00	01	01
			19	00	07	33
			20	00	04	30
	56		1	00	01	01
	67		1	00	05	56
	68		5	00	05	56
			6	00	12	39
			14	00	01	52
			15	00	10	37
			16/1	00	00	25
			16/2	00	10	37
			17	00	02	02
			25	00	07	33
			103/2	00	02	53
			105	00	01	26
			107	00	01	26
			142	00	01	26
			658	00	06	58

New Delhi, the 13th February, 2007

S. O. 502.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of Liquefied Petroleum Gas from Panipat in the State of Haryana to Jalandhar in the State of Punjab via Nabha in the State of Punjab, a pipeline should be laid by the Indian Oil Corporation Limited;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land, to Shri Gagandeep Singh, Competent Authority (Punjab), Indian Oil Corporation Limited, H. No. 23, Khukhrain Colony, Khalsa School Road, Khanna, Ludhiana, Punjab.

SCHEDULE

Tehsil: Khanna		District: Ludhiana		State: Punjab		
Name of Village	Hadbast No.	Mushtil No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
1	2	3	4	5	6	7
Ishanpur	175		249	00	00	42
			601/494	00	06	74
			602/494	00	10	96
			495/1	00	13	91
			546	00	01	26
			548	00	09	27
			549	00	03	79
			550	00	00	42
			552	00	21	08

1	2	3	4	5	6	7
Rohano Khurd	265		898/763	00	03	04
			899/763	00	08	35
			764	00	00	25
			769	00	09	36
			770	00	01	77
			771	00	02	53
			772	00	01	26
			828/1	00	00	25
			829	00	10	62
			833	00	00	76
			834	00	11	89
			836	00	01	77
			837	00	10	62
			838	00	06	83
Rohano Kalan	264	32	1	00	03	04
			10	00	11	38
			11	00	11	13
			20	00	11	38
			21/1	00	11	13
		33	1	00	09	11
			10/8	00	00	51
			10/9	00	05	56
			11	00	07	08
			20	00	05	56
		34	21	00	02	02
			5	00	00	25
			6	00	00	51
			15	00	02	78
			16	00	05	56
		51	25	00	09	11
			5	00	11	13
			6	00	11	13
			15	00	11	13
			16	00	09	86
		52	25	00	11	13
			1	00	00	25
		56	5	00	11	13
			6	00	11	13
			15	00	11	13
			16	00	11	13
			17	00	00	25
			24/1	00	01	52
			24/2	00	01	01

1	2	3	4	5	6	7
Rohano Kalan	264	64	25	00	09	11
			4	00	06	32
			5	00	04	81
			6	00	00	25
			7	00	12	14
			13	00	00	25
			14	00	12	14
			17	00	06	07
			18	00	06	07
			23	00	12	14
			24	00	00	25
		70	2	00	00	25
			3	00	12	14
			8	00	06	07
			9	00	06	07
			12	00	12	14
			19	00	11	89
			20	00	00	51
			21	00	09	11
			22	00	03	04
		75	6	00	02	02
			15	00	11	13
			16	00	10	88
			17	00	00	25
			24	00	06	07
			25	00	06	07
		76	1/1	00	05	31
			1/2	00	05	31
			10/1	00	07	59
			10/2	00	00	25
			11	00	00	25
		83	4	00	12	14
			5/1	00	00	25
			7/2	00	11	38
			8/1	00	00	51
			13	00	09	36
			14	00	02	78
			18	00	12	14
			22	00	03	54
			23	00	08	60
		85	3	00	02	78
			218	00	05	31

1	2	3	4	5	6	7		
Rohano	Kalan	264	85	318	00	02	53	
				328	00	02	78	
				361	00	04	30	
Rajewal	263	4	3	00	00	25		
			8	00	04	81		
			9/1	00	06	83		
			12/1	00	05	06		
			12/2	00	02	28		
			13/1	00	02	02		
			13/2	00	00	25		
			18/3	00	00	25		
			19	00	10	62		
			22/1	00	07	08		
			22/2	00	04	05		
			8	2/2	00	10	62	
				9/1	00	11	13	
				12	00	11	13	
				19/1	00	11	13	
				22	00	11	13	
				12	2/1/1	00	06	32
					2/1/2	00	04	30
					9	00	11	13
			11		00	00	25	
			12	00	11	13		
			19	00	10	12		
			20	00	01	01		
			21/1	00	00	51		
			21/2	00	03	04		
			22	00	07	59		
			15	1	00	06	58	
				2	00	04	55	
				9	00	02	02	
				10	00	09	11	
				11	00	10	62	
				12	00	00	51	
				20	00	11	13	
				21	00	10	62	
			21	1	00	01	77	
				233	00	00	51	
426	00	03		54				

1	2	3	4	5	6	7
Fatehpur Dhak	244	11	17	00	07	33
			24	00	11	13
			4	00	11	38
			7/1	00	05	82
			7/2	00	01	26
			8	00	01	01
			13/1	00	07	08
			13/2	00	00	51
			14/1	00	01	01
			14/2	00	00	25
		12	18	00	11	38
			23/1	00	08	35
			23/2	00	02	78
			3	00	11	13
			8/1	00	00	51
			8/2	00	04	30
			13	00	11	13
			18	00	11	13
			22	00	00	25
			23	00	11	13
		23	2	00	01	26
			3	00	07	08
			34	00	07	08
			38	00	05	56
			58	00	02	78
Kotla Dhak	245	26	59/1	00	07	08
			60	00	07	08
			61	00	07	59
			62	00	08	09
			63	00	01	52
			64	00	03	54
			65	00	03	54
			66	00	04	05
			67	00	05	56
			76	00	01	77
			93	00	01	52
			117	00	07	84
			118	00	11	38
			119	00	00	76
			137	00	10	62
			138	00	04	55
			140	00	07	08

1	2	3	4	5	6	7
Kotala Dhak	245		141	00	00	76
			154	00	09	61
			155	00	00	51
			328	00	15	68
			329	00	00	25
			330	00	04	55
			331	00	06	58
			332	00	05	31
			333	00	03	81
			334	00	07	08
			335	00	02	53
			336	00	05	56
			356	00	00	51
			576/365	00	02	02
			366	00	09	36
			367	00	03	04
			368	00	08	09
			372	00	10	88
			373	00	11	38
			374	00	00	25
			391	00	11	38
			392	00	11	38
Chakohi	235	18	18/2	00	07	08
			19/1	00	00	25
			22/2	00	05	56
			23/1	00	05	56
		33	2/1	00	00	25
			2/2	00	10	88
			3/1	00	00	25
			9/1	00	01	77
			9/2	00	11	63
			12/1	00	08	09
			12/2	00	00	25
			19/1	00	01	01
			19/2	00	08	60
			20/1	00	00	25
			21/2	00	00	76
			21/3	00	06	32
			22/1	00	04	05
			22/2	00	00	51

(1)	(2)	(3)	(4)	(5)	(6)	(7)
Chakohi	235	38	1	00	11	38
			2/1	00	00	25
			10	00	11	38
			11	00	11	38
			20/1	00	02	02
			20/2	00	06	07
			21/1	00	01	26
		39	16/1	00	00	25
			16/2	00	01	26
			25	00	10	37
		49	5/1	00	02	02
			5/2	00	06	32
			6/1	00	00	25
			6/2	00	05	82
			7	00	04	30
			14/1	00	01	52
			14/2	00	09	86
			15/1	00	00	25
			17/1	00	02	02
			17/2	00	09	36
			23	00	07	33
			24/1	00	01	77
		55	3/1	00	10	88
			3/2	00	01	01
			8/1	00	06	07
			8/2	00	05	31
			9/2	00	00	25
			12	00	08	60
			13/1	00	03	04
			19	00	11	63
			21	00	01	52
			22	00	10	12
			26	00	00	25
		63	1	00	06	07
			2	00	05	06
			9/1	00	00	51
			9/2	00	04	55
			10	00	06	07
			11/1	00	00	51
			11/2	00	05	56
			12	00	05	06
			19	00	04	55
			20	00	06	58
			21/1	00	04	05

1	2	3	4	5	6	7
Chakohi	235	63	21/2	00	00	25
			21/3	00	03	81
			22	00	03	54
		68	1/1	00	00	25
			1/2	00	08	09
			2	00	03	04
			9	00	03	04
			10/1	00	08	09
			10/2	00	00	25
			11	00	08	60
			12	00	02	53
			19	00	01	01
			20	00	04	55
			91	00	02	53
			92	00	04	30
			93	00	01	52
			420	00	02	78
			424	00	02	02
Bhamadhi	234	30	2	00	04	55
			9	00	11	38
			12/1	00	04	81
			12/2	00	05	56
			13/2	00	00	25
			18/2	00	05	56
			19	00	05	56
			22/4	00	00	25
			23/1	00	11	13
		47	3	00	11	38
			8	00	11	38
			13	00	10	62
			14/1	00	01	01
			17/1	00	01	26
			17/2	00	03	81
			18/1	00	02	28
			18/2	00	03	04
			23	00	09	86
			24	00	01	52
		51	3	00	11	38
			8	00	10	37
			12	00	00	25
			13	00	11	13
			18/1	00	05	06
			19	00	04	55
			22/2	00	08	60

1	2	3	4	5	6	7
Bhamadhi	234	51	23	00	00	25
			26	00	01	26
		68	2	00	09	61
			9	00	11	38
			11/2	00	00	25
			12	00	11	38
			19	00	06	07
			20/1	00	05	06
			21/1	00	00	51
			21/2	00	04	05
			21/3	00	05	31
			22/1	00	00	51
			26	00	00	76
		71	1	00	11	38
			10/1	00	00	25
			10/2	00	11	13
			11/1	00	03	54
			11/2	00	04	05
			11/3	00	03	54
			20/1	00	06	07
			20/2	00	01	77
			21	00	01	01
		72	15	00	00	25
			16/1	00	00	76
			16/2	00	01	26
			25	00	08	09
		85	5	00	11	38
			6	00	11	38
			15/1	00	02	28
			15/2	00	07	08
			16/2	00	04	55
			16/3	00	04	30
			17/1	00	00	25
			17/2	00	02	02
			24/2	00	07	08
			24/3	00	01	52
			25/1/1	00	00	25
			25/1/2	00	02	53
		90	4	00	11	38
			5	00	00	25
			7	00	11	38

1	2	3	4	5	6	7
Bhamadhi	234		14/1	00	11	38
			17/2	00	10	37
			18/2	00	01	26
			23	00	07	08
			24	00	04	05
		96	3/1	00	04	30
			3/2	00	07	08
			4	00	00	25
			8	00	11	38
			13	00	11	38
			18	00	02	53
			104	00	05	06
			105	00	03	54
			139	00	01	26
			159	00	01	26
			175	00	01	26
			193	00	02	53
			201	00	01	01
Mohanpur	229	14	21/2	00	01	26
		15	6/2	00	03	29
			15/1	00	02	78
			15/2	00	08	35
			16/1	00	13	41
			16/2	00	00	76
			25/1	00	02	78
			25/2	00	03	54
		17	5/1	00	00	25
			5/2	00	01	26
		18	1	00	11	63
			9/2	00	00	25
			10/1	00	05	56
			10/2	00	06	83
			11	00	04	81
			12	00	07	84
			19/1	00	11	38
			19/2	00	01	26
			22/1/2	00	09	11
			22/2	00	00	76
			23	00	01	77
		30	2	00	00	25
			3/1	00	05	31
			3/2	00	06	07

1	2	3	4	5	6	7
Mohanpur	229		7	00	00	25
			8	00	09	86
			13/1	00	03	04
			14/1	00	08	60
			14/2	00	01	01
			17/1	00	00	25
			17/2	00	12	65
			24/2	00	05	06
			24/3	00	03	29
			25/1	00	02	78
			25/2	00	01	26
		34	4/2	00	00	25
			5/1	00	04	05
			5/2	00	06	07
			5/3	00	02	78
			6/1/1	00	01	01
			6/1/2	00	10	37
			6/2	00	00	25
			15/2	00	01	01
		35	10/1	00	01	01
			11/1	00	05	56
			11/2/1	00	00	25
			11/2/2	00	02	53
			19/1	00	00	76
			19/2	00	00	25
			20/1	00	11	13
			21	00	02	78
			22/1	00	09	36
		44	2	00	08	60
			62	00	03	54
			84	00	05	06
			409	00	01	01
			413	00	01	26
Gagar Majra	230		186	00	04	30
			487	00	01	26
			488	00	02	53
			548	00	08	35
			549	00	08	09
Deheru	164	11	3	00	06	83
			4	00	05	06
			7	00	00	25
			8	00	10	88
			13/1	00	01	01

1	2	3	4	5	6	7
Deheru	164		13/2	00	10	12
			18	00	11	13
			23	00	11	13
		21	2	00	00	25
			3/1/1	00	00	76
			3/1/2	00	11	63
			8	00	04	81
			9/1	00	03	54
			9/2	00	00	25
			12/2	00	10	12
			13	00	01	01
			19	00	11	13
			22	00	11	13
		25	2	00	11	13
			9	00	11	13
			10	00	00	25
			11	00	03	54
			12	00	07	59
			19/2	00	02	02
			20/1	00	09	86
			20/2	00	01	01
			21	00	09	86
			22/1	00	00	25
		40	5	00	00	25
			6	00	09	86
			14/1	00	00	25
			14/2	00	06	58
			15/1	00	08	85
			15/2	00	00	25
			17/1	00	01	52
			17/2	00	02	02
			17/3	00	06	07
			18/1	00	08	35
			18/2	00	01	26
			21	00	00	51
			22	00	13	66
			23/1	00	05	82
		41	1	00	07	59
		47	1	00	15	18
			2	00	02	02
			10	00	00	51
		48	5/2	00	02	02

1	2	3	4	5	6	7
Deheru	164	48	6/1	00	04	30
			6/2	00	05	56
			7	00	04	55
			13	00	07	08
			14	00	10	37
			15/1	00	00	25
			18	00	06	32
			19	00	10	88
			21	00	12	65
			22	00	04	55
			27	00	02	28
			28	00	00	25
		49	25	00	00	25
		54	25	00	00	25
		55	4/2	00	00	76
			5	00	11	38
			6	00	00	51
			7	00	09	86
			8/1	00	04	55
			12	00	07	59
			13/1	00	07	08
			13/2	00	01	01
			19	00	07	33
			20	00	04	30
		56	1	00	01	01
		67	1	00	05	56
		68	5	00	05	56
			6	00	12	39
			14	00	01	52
			15	00	10	37
			16/1	00	00	25
			16/2	00	10	37
			17	00	02	02
			25	00	07	33
			103/2	00	02	53
			105	00	01	26
			107	00	01	26
			142	00	01	26
			658	00	06	58

[F. No. R-25011/1/2007-O.R.-I]
S.K. CHITKARA, Under Secy.

नई दिल्ली, 13 फरवरी, 2007

का. आ. 503.—केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोक हित में यह आवश्यक है कि हरियाणा राज्य में पानीपत से पंजाब राज्य के नामा होते हुए पंजाब राज्य के जालंधर तक लिक्विफाइड पेट्रोलियम गैस के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इसकीस दिन के भीतर, भूमि के भीतर पाइपलाइन बिछाए जाने के लिए उपयोग के अधिकार के अर्जन के लिए, श्री गगनदीप सिंह, सक्षम प्राधिकारी (पंजाब), इंडियन ऑयल कॉर्पोरेशन लिमिटेड, मकान न०. 23, खुखरेन, कालोनी, खालसा स्कूल रोड, खन्ना, लुधियाना, पंजाब, को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : समराला

जिला : लुधियाना

राज्य : पंजाब

गांव का नाम	हदबस्त संख्या	मुस्तील संख्या	खसरा / किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6	7
रुपा	163	9	1/1	00	09	61
			10/1/2	00	03	29
			10/2/1	00	00	25
			10/2/2	00	00	25
			10/2/3	00	01	26
			11/1	00	00	25
			21/2	00	01	52
		10	5/2	00	01	01
			6/1/2	00	02	28
			6/1/3	00	00	25
			6/1/4	00	03	54
			15/1	00	04	05
			15/2	00	06	83
			16/1	00	08	60
			16/2/1	00	00	25
			16/2/2	00	02	53
			25/1	00	09	61
			25/2	00	00	25

1	2	3	4	5	6	7
रुपय	15		5/1/2/1	00	09	86
			5/2/2	00	01	26
			6/1/1	00	02	78
			6/2/2	00	08	35
			7/2	00	00	25
			14/1/2/1	00	01	52
			15/1/1	00	01	52
			15/1/2/1	00	07	84
			15/1/2/2	00	00	51
			16/1	00	05	06
			17/1	00	06	07
			24	00	10	62
			25	00	00	51
	19		4	00	11	13
			7/1	00	11	13
			11/2	00	00	51
			14	00	10	88
			17	00	11	13
			23/2	00	00	51
			24	00	09	11
			24	00	00	25
बगली कला	162	32	19	00	06	07
			22	00	03	54
		33	2	00	04	55
			9	00	11	38
			12/1	00	00	25
			12/2/1	00	00	76
			12/2/2	00	10	62
			19/3	00	04	05
			19/4	00	07	59
			21	00	00	76
			22	00	07	84
		42	1/1	00	00	76
			1/2	00	06	58
			2	00	01	77
			10	00	11	38
			11/1	00	02	28
			11/2	00	09	36
			20	00	11	38
			21	00	11	38
		44	1	00	01	52
			593	00	04	05
			594	00	01	01

1	2	3	4	5	6	7
बगला	165	1	5	00	04	81
			6	00	11	13
			14	00	00	76
			15	00	10	37
			16	00	05	06
			17	00	06	07
			24/1	00	00	51
			24/2	00	10	12
			25	00	00	51
		4	3/2	00	01	26
			4	00	11	13
		5	7	00	11	13
			14/1	00	04	30
		6	14/2	00	05	82
			17	00	11	13
			24	00	11	13
			3	00	01	52
			4	00	09	61
			7/2	00	05	56
			8	00	05	56
			13/1	00	01	01
			13/2	00	09	36
			14/1	00	01	01
			14/2	00	00	25
		9	18	00	11	13
			23/1	00	10	62
			23/2	00	00	51
			21/3	00	01	26
		10	3	00	11	13
			8	00	11	13
			13	00	11	13
			18/1	00	00	25
			18/2	00	02	53
अजलाद	134	3	6	00	10	37
			15	00	11	13
			16	00	10	62
			24	00	01	01
			25	00	10	12
		5	20/2	00	00	51
			21	00	06	83
		6	4/1/1	00	00	51
			4/1/2	00	01	77
			4/2	00	01	26

1	2	3	4	5	6	7
अजलाद	134		5/1	00	05	06
			5/2	00	02	53
			6	00	06	07
			7	00	05	06
			14	00	00	76
			15	00	11	63
			16	00	11	38
			25/1	00	01	52
			25/2	00	00	25
		12	1/1	00	02	28
			1/2	00	05	31
			2	00	00	25
			9	00	00	25
			10	00	11	13
			11	00	11	13
			20/1	00	07	08
			20/2	00	04	05
			21	00	11	13
		13	1	00	11	13
			10	00	11	13
			11/1	00	03	61
			11/2	00	07	33
			20/2	00	11	13
			21	00	11	13
		19	15	00	00	25
			16	00	01	52
			25	00	04	05
		20	1	00	11	13
			10	00	11	13
			11/1	00	01	01
			11/2	00	06	61
			20/1	00	07	59
			20/2	00	02	02
			21	00	07	18
		21	1	00	05	55
			10	00	04	05
			11	00	02	31
			20	00	00	51
		22	5	00	05	56
			6	00	07	08
			15/1	00	07	59
			15/2	00	01	77
			16	00	10	62

1	2	3	4	5	6	7
ଓଞ୍ଜିତା	୧୫	27	25	00	11	13
			5/1	00	01	01
			5/2	00	00	51
			5/3	00	09	61
			6	00	10	12
		31	15	00	11	13
			16/2	00	11	13
			25/1	00	11	13
			5/1	00	06	07
			36	00	05	06
			37	00	03	81
			203	00	01	01
			206/3	00	01	01
			208	00	00	51
			213/4	00	01	52
ମାଗରା	132	26	16	00	06	32
			25	00	08	60
		29	5	00	11	13
			6/1	00	11	13
			15/1	00	00	25
			15/2	00	07	84
			15/3	00	03	29
			16/1	00	04	05
			16/2	00	07	08
			25/1	00	05	06
			25/2	00	06	07
		40	5	00	10	88
			63	00	03	04
ଶମସପୁର	131	16	2	00	07	08
			9/1/2	00	08	85
			9/2	00	02	28
			12/1	00	11	13
			12/2	00	00	25
			18	00	00	51
			19/1	00	05	82
			19/2	00	03	29
			19/3	00	00	25
			22/1	00	00	25
			22/2	00	00	25
			22/3	00	08	85
			23	00	02	02
		25	2/2	00	02	78
			3/2	00	01	01
			3/3/1	00	00	51
			3/3/2	00	00	76

1	2	3	4	5	6	7
शमसपुर	131	25	8	00	00	51
			9	00	10	88
			12	00	11	38
			19	00	11	38
			22/1	00	09	11
			22/2	00	01	26
			26	00	05	82
			27	25	00	25
			28	1/1	00	76
				1/2	00	26
				1/3	00	52
				2/1	00	59
				9	00	01
				10	00	37
				11/1	00	81
				11/2	00	59
				20/1	00	01
				20/2	00	37
				21	00	38
		36	1/1	00	03	54
			1/2	00	04	30
			10	00	01	01
		37	5	00	04	05
			6	00	10	37
			15	00	11	38
			16	00	03	29
			57	00	01	52
			391	00	01	01
पपरीघी	130	2	15/1	00	03	29
			15/2	00	08	35
			16/1	00	00	25
			11/2/1	00	00	25
			11/2/2	00	01	26
		3	20/1	00	12	14
			20/2	00	01	01
			20/3	00	00	25
			21	00	11	13
			1	00	11	13
		14	10/1	00	00	51
			10/2	00	09	36
			10/3	00	01	26
			11	00	10	12
			19/3	00	00	25

1	2	3	4	5	6	7
पपरीधी	130	14	20/1	00	06	58
			20/3	00	01	77
			21	00	06	07
			22	00	00	25
			1	00	03	29
			2	00	03	54
			9/1	00	02	53
			9/2	00	00	76
			9/3	00	01	01
			9/4	00	01	77
			10/1	00	00	76
			10/2	00	00	51
			11/4	00	00	25
			12/1	00	06	83
			12/2	00	01	26
		19	19/3	00	00	51
			19/4	00	06	07
			19/5	00	02	02
			22	00	11	13
			2/1	00	03	04
			2/2	00	08	09
			9	00	11	13
			12	00	11	13
			19	00	11	13
			22/1	00	03	29
			22/2	00	07	84
			2	00	03	81
			277	00	01	01
			280	00	20	49
			281	00	00	25
			282	00	00	25
		25	462	00	02	02
			463	00	02	53
			464	00	08	91
			465	00	01	26
			466	00	02	02
			474	00	01	32
			704/555	00	03	10
			557/2	00	05	75
			558	00	03	10
			559	00	06	32
		28	560	00	02	53
			561	00	00	63
भगवानपुरा	139		462	00	02	02
			463	00	02	53
			464	00	08	91
			465	00	01	26
			466	00	02	02
			474	00	01	32
			704/555	00	03	10
			557/2	00	05	75
			558	00	03	10
			559	00	06	32
			560	00	02	53
			561	00	00	63

1	2	3	4	5	6	7
भमकानपुरा	139		562	00	06	19
			563	00	02	20
			565	00	08	85
			566	00	00	06
			568	00	08	85
			688	00	08	85
			691	00	08	85
			692	00	08	85
			694	00	04	30
			695	00	08	85
चकरीघी	129	2	11	00	04	05
			20	00	11	13
			21	00	11	13
		4	25/1	00	01	77
			1	00	10	62
		9	10	00	09	11
			11	00	06	58
			20	00	03	04
			21/1	00	00	51
			21/2	00	00	25
		10	5	00	00	51
			6	00	02	02
			15	00	04	55
			16/1	00	02	02
			16/2	00	06	07
			25/1	00	06	58
			25/2	00	04	30
		11	5	00	11	13
			6/1	00	10	12
			6/2	00	01	01
			15	00	03	04
		19	1/1	00	01	77
चाला	140	4	17	00	05	31
			23	00	11	63
		20	2/1	00	00	25
			3	00	11	63
			8	00	03	54
			9/1	00	05	31
			9/2	00	03	81
			12/1	00	00	25
			12/2	00	11	89
			19	00	11	38
			21/2	00	00	25

1	2	3	4	5	6	7
चालां	140	20	22/1	00	00	51
			22/2	00	02	28
			26	00	03	29
		23	1	00	06	58
			2/1	00	06	07
			9	00	00	25
			10	00	10	12
			11/1	00	04	05
			11/2	00	08	60
			20	00	02	02
			26	00	02	02
		24	15	00	00	76
			16	00	11	63
			24	00	02	28
			25/1	00	06	58
			25/2	00	04	81
		39	4/2	00	11	63
			5	00	00	51
			7	00	08	85
			8	00	04	30
			13	00	11	63
			14	00	00	25
			18/1	00	00	25
			18/2	00	04	81
			19	00	04	55
			22	00	11	63
		44	2/1	00	05	56
			2/2	00	06	07
			9	00	08	35
			10	00	03	04
			11	00	09	61
			12	00	01	52
			19/1	00	00	25
			20	00	11	13
			21	00	11	13
		49	1	00	11	13
			10	00	11	13
			11	00	06	83
			339	00	03	04
लाधरा	86	17	7/1	00	02	78
			13	00	00	25
			14	00	12	14
			18/1	00	07	08
			18/2	00	00	25

1	2	3	4	5	6	7
रोहता	87	46	19	00	05	31
			21	00	04	30
			22	00	07	84
		47	1/1	00	07	33
			1/2	00	04	30
			2/1	00	00	25
			10	00	11	63
			11	00	09	61
			20	00	00	76
		48	15	00	02	28
			16	00	11	13
			25	00	11	63
		57	4	00	00	76
			5	00	11	13
			6	00	02	28
			7	00	06	58
भरथला	89	4	13	00	04	05
			18	00	11	13
			23	00	10	88
		6	2/2	00	01	01
			3	00	04	55
			8	00	11	13
			13	00	08	09
			18	00	12	39
			23	00	11	13
		19	3/1	00	03	81
			3/2	00	03	81
			3/3	00	03	81
			7	00	00	25
			8	00	11	13
			13/2	00	09	11
			14	00	02	53
			18/1	00	01	77
		42	12	00	02	28
			18	00	06	83
			19	00	06	58
			21/2	00	00	25
			22	00	12	90
		50	6	00	04	55
			14	00	00	25
			15/1	00	02	02
			15/2/1	00	00	25
			15/2/2	00	07	59

1	2	3	4	5	6	7
भरथला	89	50	16/1	00	00	25
			16/2	00	02	28
			17/1	00	09	61
			23/2	00	03	04
			24/1	00	08	85
			24/2	00	00	51
			24/4	00	01	26
		51	1	00	07	84
			2/1	00	04	30
			10	00	09	36
		55	2/2	00	00	25
			3	00	13	41
			4/1	00	00	25
			8	00	03	29
			9/1	00	05	31
			12/1	00	00	25
			12/2	00	13	41
			13/1	00	00	25
			19/1	00	05	82
			19/2	00	00	25
			69	00	01	52
			73	00	03	81
			76	00	02	53
			77	00	02	53
			78	00	01	52
			409	00	04	05
बालियॉ	90	10	14/1	00	01	01
			14/2	00	02	28
			17	00	07	59
			18	00	03	54
			23/1	00	00	51
			23/2	00	05	82
			24/1	00	04	81
			24/2	00	00	25
		12	3/2	00	08	60
			4	00	02	53
			7	00	00	51
			8	00	10	62
			13	00	11	13
			18	00	11	13
			23	00	11	13
		24	3	00	11	13
			8/1	00	05	56

1	2	3	4	5	6	7
बालियाँ	90	24	8/2	00	05	56
			13	00	11	13
			18/1	00	10	62
			18/2	00	00	51
			23	00	11	13
		35	2/2	00	00	25
			3/1	00	10	62
			3/2	00	00	51
			8/1	00	01	77
			8/2	00	04	05
			9	00	05	56
			12	00	11	63
			13	00	00	25
			19	00	11	63
			20	00	00	25
			21	00	05	82
			22	00	05	82
		37	15	00	05	82
			16	00	11	63
			24	00	01	52
			25	00	11	38
		38	1	00	10	12
			10	00	11	63
			11	00	05	82
			20	00	00	25
		50	4	00	12	65
			5/1	00	09	76
			7	00	09	11
			8	00	03	81
			13	00	09	36
			14	00	00	25
			71	00	01	52
जुलाह माजरा	80	10	1	00	08	85
			9/1	00	01	77
			10/1	00	01	77
			10/2	00	08	85
			11/1	00	00	51
			12	00	10	62
			19	00	11	63
			22	00	11	13
		11	2/2	00	11	13
			9	00	11	13
			12/1	00	04	30

1	2	3	4	5	6	7
मिला ह माभरा	८०	11	12/2	00	06	83
			13/2	00	00	25
			19	00	11	13
			22/1	00	01	77
			22/2	00	00	51
			22/3	00	01	26
			35	00	01	52
गदी तरखाना	79	7	17/1	00	00	25
			17/2	00	06	07
			18	00	00	25
			24	00	11	63
		12	4/1	00	00	51
			4/2	00	09	86
			5	00	01	52
			6/1	00	03	81
			6/2/2	00	06	07
			7	00	01	77
		13	15/1	00	00	25
			15/2	00	11	63
			16	00	11	63
			25	00	08	85
			21/1	00	02	78
			21/2	00	00	25
		25	10/1	00	08	60
			10/2	00	03	04
			11/3	00	00	76
			11/4	00	09	61
			12/1/1	00	00	25
			19/3	00	00	76
			19/4	00	07	08
		30	20	00	03	81
			22/1	00	05	56
			22/2/1	00	05	56
			2	00	11	63
			8/4	00	01	77
			9	00	09	61
			12	00	01	52
			13/1	00	04	30
			13/3	00	06	07
			18/1	00	03	81
			18/2	00	04	30
			18/3	00	06	07
			23	00	07	08

(1)	(2)	(3)	(4)	(5)	(6)	(7)
गढ़ी तरखाना	79	41	3	00	09	36
			4/1	00	00	25
			4/2	00	01	77
			7	00	00	76
			8	00	00	25
			26	00	08	60
		53	18	00	01	01
			23	00	08	09
		54	3	00	11	13
			8	00	11	13
			9	00	00	25
			13	00	08	09
			117	00	02	53
			121	00	03	04
			152	00	01	01
			154	00	08	85
			181	00	01	77
			389	00	01	01

[फा. सं. आर-25011/1/2007-ओ.आर.-1]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 13th February, 2007

S. O. 503.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of Liquefied Petroleum Gas from Panipat in the State of Haryana to Jalandhar in the State of Punjab via Nabha in the State of Punjab, a pipeline should be laid by the Indian Oil Corporation Limited: And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification:

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land, to Shri Gagandeep Singh, Competent Authority (Punjab), Indian Oil Corporation Limited, H. No. 23, Khukhrain Colony, Khalsa School Road, Khanna, Ludhiana, Punjab.

SCHEDULE**Tehsil: Samrala****District: Ludhiana****State: Punjab**

Name of Village	Hadbast No.	Mushtil No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
1	2	3	4	5	6	7
Rupa	163	9	1/1	00	09	61
			10/1/2	00	03	29
			10/2/1	00	00	25
			10/2/2	00	00	25
			10/2/3	00	01	26
			11/1	00	00	25
			21/2	00	01	52
		10	5/2	00	01	01
			6/1/2	00	02	28
			6/1/3	00	00	25
			6/1/4	00	03	54
			15/1	00	04	05
			15/2	00	06	83
			16/1	00	08	60
			16/2/1	00	00	25
			16/2/2	00	02	53
			25/1	00	09	61
			25/2	00	00	25
		15	5/1/2/1	00	09	86
			5/2/2	00	01	26
			6/1/1	00	02	78
			6/2/2	00	08	35
			7/2	00	00	25
			14/1/2/1	00	01	52
			15/1/1	00	01	52
			15/1/2/1	00	07	84
			15/1/2/2	00	00	51
			16/1	00	05	06
		19	17/1	00	06	07
			24	00	10	62
			25	00	00	51
			4	00	11	13
			7/1	00	11	13
			11/2	00	00	51
			14	00	10	88
			17	00	11	13
			23/2	00	00	51
			24	00	09	11
		24	3	00	00	25
Bagali Kalan	162	32	19	00	06	07

1	2	3	4	5	6	7
Bagali Kalan	162	32	22	00	03	54
		33	2	00	04	55
			9	00	11	38
			12/1	00	00	25
			12/2/1	00	00	76
			12/2/2	00	10	62
			19/3	00	04	05
			19/4	00	07	59
			21	00	00	76
			22	00	07	84
		42	1/1	00	00	76
			1/2	00	06	58
			2	00	01	77
			10	00	11	38
			11/1	00	02	28
			11/2	00	09	36
			20	00	11	38
			21	00	11	38
		44	1	00	01	52
			593	00	04	05
			594	00	01	01
Bagala	165	1	5	00	04	81
			6	00	11	13
			14	00	00	76
			15	00	10	37
			16	00	05	06
			17	00	06	07
			24/1	00	00	51
			24/2	00	10	12
			25	00	00	51
		4	3/2	00	01	26
		5	4	00	11	13
			7	00	11	13
			14/1	00	04	30
			14/2	00	05	82
			17	00	11	13
			24	00	11	13
		6	3	00	01	52
			4	00	09	61
			7/2	00	05	56
			8	00	05	56
			13/1	00	01	01
			13/2	00	09	36
			14/1	00	01	01

1	2	3	4	5	6	7
Bagala	165	6	14/2	00	00	25
			18	00	11	13
			23/1	00	10	62
			23/2	00	00	51
			21/3	00	01	26
			3	00	11	13
			8	00	11	13
			13	00	11	13
			18/1	00	00	25
			18/2	00	02	53
Ajalaud	134	3	6	00	10	37
			15	00	11	13
			16	00	10	62
			24	00	01	01
			25	00	10	12
			20/2	00	00	51
			21	00	06	83
			4/1/1	00	00	51
			4/1/2	00	01	77
			4/2	00	01	26
			5/1	00	05	06
			5/2	00	02	53
			6	00	06	07
			7	00	05	06
			14	00	00	76
			15	00	11	63
			16	00	11	38
			25/1	00	01	52
			25/2	00	00	25
			1/1	00	02	28
			1/2	00	05	31
			2	00	00	25
			9	00	00	25
			10	00	11	13
			11	00	11	13
			20/1	00	07	08
			20/2	00	04	05
			21	00	11	13
			1	00	11	13
			10	00	11	13
			11/1	00	03	81
			11/2	00	07	33
			20/2	00	11	13
			21	00	11	13

1	2	3	4	5	6	7
Ajalaud	134	19	15	00	00	25
			16	00	01	52
			25	00	04	05
			1	00	11	13
		20	10	00	11	13
			11/1	00	01	01
			11/2	00	09	61
			20/1	00	07	59
			20/2	00	02	02
			21	00	07	08
		21	1	00	05	56
			10	00	04	05
			11	00	02	02
			20	00	00	51
		22	5	00	05	56
			6	00	07	08
			15/1	00	07	59
			15/2	00	01	77
			16	00	10	62
			25	00	11	13
		27	5/1	00	01	01
			5/2	00	00	51
			5/3	00	09	61
			6	00	10	12
			15	00	11	13
			16/2	00	11	13
			25/1	00	11	13
		31	5/1	00	06	07
			36	00	05	06
			37	00	03	81
			203	00	01	01
			206/3	00	01	01
			208	00	00	51
			213/4	00	01	52
Nagara	132	26	16	00	06	32
			25	00	08	60
		29	5	00	11	13
			6/1	00	11	13
			15/1	00	00	25
			15/2	00	07	84
			15/3	00	03	29
			16/1	00	04	05
			16/2	00	07	08
			25/1	00	05	06

1	2	3	4	5	6	7
Nagara	132	29	25/2	00	06	07
		40	5	00	10	88
			63	00	03	04
Samashpur	131	16	2	00	07	08
			9/1/2	00	08	85
			9/2	00	02	28
			12/1	00	11	13
			12/2	00	00	25
			18	00	00	51
			19/1	00	05	82
			19/2	00	03	29
			19/3	00	00	25
			22/1	00	00	25
			22/2	00	00	25
			22/3	00	08	85
			23	00	02	02
			25	2/2	00	78
				3/2	00	01
				3/3/1	00	51
				3/3/2	00	76
				8	00	51
				9	00	88
				12	00	38
				19	00	38
				22/1	00	11
				22/2	00	26
				26	00	82
		27	25	00	00	25
		28	1/1	00	00	76
			1/2	00	01	26
			1/3	00	01	52
			2/1	00	07	59
			9	00	01	01
			10	00	10	37
			11/1	00	03	81
			11/2	00	07	59
			20/1	00	01	01
			20/2	00	10	37
			21	00	11	38
		36	1/1	00	03	54
			1/2	00	04	30
			10	00	01	01
		37	5	00	04	05
			6	00	10	37

1	2	3	4	5	6	7
Samashpur	131	37	15	00	11	38
			16	00	03	29
			57	00	01	52
			391	00	01	01
Papraudhi	130	2	15/1	00	03	29
			15/2	00	08	35
			16/1	00	00	25
		3	11/2/1	00	00	25
			11/2/2	00	01	26
			20/1	00	12	14
			20/2	00	01	01
		14	20/3	00	00	25
			21	00	11	13
			1	00	11	13
			10/1	00	00	51
			10/2	00	09	36
			10/3	00	01	26
			11	00	10	12
			19/3	00	00	25
			20/1	00	06	58
			20/3	00	01	77
			21	00	06	07
		19	22	00	00	25
			1	00	03	29
			2	00	03	54
			9/1	00	02	53
			9/2	00	00	76
			9/3	00	01	01
			9/4	00	01	77
			10/1	00	00	76
			10/2	00	00	51
			11/4	00	00	25
			12/1	00	06	83
			12/2	00	01	26
		25	19/3	00	00	51
			19/4	00	06	07
			19/5	00	02	02
			22	00	11	13
			2/1	00	03	04
			2/2	00	08	09
			9	00	11	13
			12	00	11	13
			19	00	11	13
			22/1	00	03	29

1	2	3	4	5	6	7
Papraudhi	130	25	22/2	00	07	84
		28	2	00	03	81
			277	00	01	01
			280	00	20	49
			281	00	00	25
			282	00	00	25
Bhagawanpura	139		462	00	02	02
			463	00	02	53
			464	00	08	91
			465	00	01	26
			466	00	02	02
			474	00	01	32
			704/555	00	03	10
			557/2	00	05	75
			558	00	03	10
			559	00	06	32
			560	00	02	53
			561	00	00	63
			562	00	06	19
			563	00	02	20
			565	00	08	85
			566	00	00	06
			568	00	08	85
			688	00	08	85
			691	00	08	85
			692	00	08	85
			694	00	04	30
			695	00	08	85
Chakraudhi	129	2	11	00	04	05
			20	00	11	13
			21	00	11	13
		4	25/1	00	01	77
		9	1	00	10	62
			10	00	09	11
			11	00	06	58
			20	00	03	04
			21/1	00	00	51
			21/2	00	00	25
		10	5	00	00	51
			6	00	02	02
			15	00	04	55
			16/1	00	02	02
			16/2	00	06	07
			25/1	00	06	58

1	2	3	4	5	6	7
Chakraudhi	129	10	25/2	00	04	30
		11	5	00	11	13
			6/1	00	10	12
			6/2	00	01	01
			15	00	03	04
		19	1/1	00	01	77
Chahlan	140	4	17	00	05	31
			23	00	11	63
		20	2/1	00	00	25
			3	00	11	63
			8	00	03	54
			9/1	00	05	31
			9/2	00	03	81
			12/1	00	00	25
			12/2	00	11	89
			19	00	11	38
			21/2	00	00	25
			22/1	00	00	51
			22/2	00	02	28
			26	00	03	29
		23	1	00	06	58
			2/1	00	06	07
			9	00	00	25
			10	00	10	12
			11/1	00	04	05
			11/2	00	08	60
			20	00	02	02
			26	00	02	02
		24	15	00	00	76
			16	00	11	63
			24	00	02	28
			25/1	00	06	58
			25/2	00	04	81
		39	4/2	00	11	63
			5	00	00	51
			7	00	08	85
			8	00	04	30
			13	00	11	63
			14	00	00	25
			18/1	00	00	25
			18/2	00	04	81
			19	00	04	55
			22	00	11	63
		44	2/1	00	05	56

1	2	3	4	5	6	7
Chahlan	140	44	2/2	00	06	07
			9	00	08	35
			10	00	03	04
			11	00	09	61
			12	00	01	52
			19/1	00	00	25
			20	00	11	13
			21	00	11	13
		49	1	00	11	13
			10	00	11	13
			11	00	06	83
			339	00	03	04
Ladharan	86	17	7/1	00	02	78
			13	00	00	25
			14	00	12	14
			18/1	00	07	08
			18/2	00	00	25
Rohlan	87	46	19	00	05	31
			21	00	04	30
			22	00	07	84
		47	1/1	00	07	33
			1/2	00	04	30
			2/1	00	00	25
			10	00	11	63
			11	00	09	61
			20	00	00	76
		48	15	00	02	28
			16	00	11	13
			25	00	11	63
		57	4	00	00	76
			5	00	11	13
			6	00	02	28
			7	00	06	58
Bharthala	89	4	13	00	04	05
			18	00	11	13
			23	00	10	88
		5	2/2	00	01	01
			3	00	04	55
			8	00	11	13
			13	00	08	09
			18	00	12	39
			23	00	11	13
		19	3/1	00	03	81
			3/2	00	03	81

1	2	3	4	5	6	7
Bharthala	89	19	3/3	00	03	81
			7	00	00	25
			8	00	11	13
			13/2	00	09	11
			14	00	02	53
			18/1	00	01	77
		42	12	00	02	28
			18	00	06	83
			19	00	06	58
			21/2	00	00	25
			22	00	12	90
		50	6	00	04	55
			14	00	00	25
			15/1	00	02	02
			15/2/1	00	00	25
			15/2/2	00	07	59
			16/1	00	00	25
			16/2	00	02	28
			17/1	00	09	61
			23/2	00	03	04
			24/1	00	08	85
			24/2	00	00	51
			24/4	00	01	26
		51	1	00	07	84
			2/1	00	04	30
			10	00	09	36
		55	2/2	00	00	25
			3	00	13	41
			4/1	00	00	25
			8	00	03	29
			9/1	00	05	31
			12/1	00	00	25
			12/2	00	13	41
			13/1	00	00	25
			19/1	00	05	82
			19/2	00	00	25
			69	00	01	52
			73	00	03	81
			76	00	02	53
			77	00	02	53
			78	00	01	52
			409	00	04	05
Baleon	90	10	14/1	00	01	01
			14/2	00	02	28

1	2	3	4	5	6	7
Baleon	90	10	17	00	07	59
			18	00	03	54
			23/1	00	00	51
			23/2	00	05	82
			24/1	00	04	81
			24/2	00	00	25
		12	3/2	00	08	60
			4	00	02	53
			7	00	00	51
			8	00	10	62
			13	00	11	13
			18	00	11	13
			23	00	11	13
		24	3	00	11	13
			8/1	00	05	56
			8/2	00	05	56
			13	00	11	13
			18/1	00	10	62
			18/2	00	00	51
			23	00	11	13
		35	2/2	00	00	25
			3/1	00	10	62
			3/2	00	00	51
			8/1	00	01	77
			8/2	00	04	05
			9	00	05	56
			12	00	11	63
			13	00	00	25
			19	00	11	63
			20	00	00	25
			21	00	05	82
			22	00	05	82
		37	15	00	05	82
			16	00	11	63
			24	00	01	52
			25	00	11	38
		38	1	00	10	12
			10	00	11	63
			11	00	05	82
			20	00	00	25
		50	4	00	12	65
			5/1	00	00	76
			7	00	09	11
			8	00	03	81

1	2	3	4	5	6	7
Baleon	90	50	13	00	09	36
			14	00	00	25
			71	00	01	52
Julah Majara	80	10	1	00	08	85
			9/1	00	01	77
			10/1	00	01	77
			10/2	00	08	85
			11/1	00	00	51
			12	00	10	62
			19	00	11	63
			22	00	11	13
		11	2/2	00	11	13
			9	00	11	13
			12/1	00	04	30
			12/2	00	06	83
			13/2	00	00	25
			19	00	11	13
			22/1	00	01	77
			22/2	00	00	51
			22/3	00	01	26
			35	00	01	52
Garhi Tarkhana	79	7	17/1	00	00	25
			17/2	00	06	07
			18	00	00	25
			24	00	11	63
		12	4/1	00	00	51
			4/2	00	09	86
			5	00	01	52
			6/1	00	03	81
			6/2/2	00	06	07
			7	00	01	77
			15/1	00	00	25
			15/2	00	11	63
			16	00	11	63
			25	00	08	85
		13	21/1	00	02	78
			21/2	00	00	25

1	2	3	4	5	6	7
Garhi Tarkhana	79	25	10/1	00	08	60
			10/2	00	03	04
			11/3	00	00	76
			11/4	00	09	61
			12/1/1	00	00	25
			19/3	00	00	76
			19/4	00	07	08
			20	00	03	81
			22/1	00	05	56
			22/2/1	00	05	56
		30	2	00	11	63
			8/4	00	01	77
			9	00	09	61
			12	00	01	52
			13/1	00	04	30
			13/3	00	06	07
			18/1	00	03	81
			18/2	00	04	30
			18/3	00	06	07
			23	00	07	08
		41	3	00	09	36
			4/1	00	00	25
			4/2	00	01	77
			7	00	00	76
			8	00	00	25
			26	00	08	60
		53	18	00	01	01
			23	00	08	09
		54	3	00	11	13
			8	00	11	13
			9	00	00	25
			13	00	08	09
			117	00	02	53
			121	00	03	04
			152	00	01	01
			154	00	08	85
			181	00	01	77
			389	00	01	01

[F. No. R-25011/1/2007-O.R.-I]
S.K. CHITKARA, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 19 जनवरी, 2007

का.आ. 504.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय जीवन बीमा निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 228/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-1-2007 को प्राप्त हुआ था।

[सं. एल-17012/35/1999-आई.आर. (बी.-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 19th January, 2007

S.O. 504.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No 228/1999) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure, in the Industrial Dispute between the management of LIC of India and their workmen, received by the Central Government on 18-01-2007.

[No. L-17012/35/1999-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE THE PRESIDING OFFICER : CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, NEW DELHI**

PRESENT

Presiding Officer : R.N. Rai. L.D. No. 228/1999

Sh. Neeraj Kr. &

Sh. Amar Nath : 1st Party

Sh. S.M. Bhatnagar : 2nd Party

In the Matter of :—

Shri Vinod Kumar,
S/o Shri Kali Ram,
H. No. 1403/31, Kamla Nagar,
Rohtak-124001,
Haryana

.....Petitioner

Versus

1. LIC of India,
The Zonal Manager,
LIC of India,
Jeevan Bharti Building,
New Delhi-110001.
2. The President,
Consortium of Tenants,
Jeevan Bharti Building,
124, 1st Floor, Connought Place,
New Delhi-110001

.....Respondent

AWARD

The Ministry of Labour by its letter No. L-17012/35/99-IR (B-II) Central Government dt. 18-11-1999 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the demand of Shri Vinod Kumar engaged through consortium of tenants of Jeevan Bharti Building in the office of their Estate Manager on daily wages as Peon for the period from 22-9-1995 to 29-12-1998 for his employment and regularization in service with Life Insurance Corporation of India, Northern Zonal Office, Jeevan Bharti, P.B. 630, Connought Circus, New Delhi being principal employer is justified, valid and legal? If yes, then what benefits and reliefs he is entitled to?”

The workman applicant has filed statement of claim. In the statement of claim it has been stated that he was appointed by the management/respondents on 22-09-1995 as a Peon on the basis of minimum wages laid down by the Delhi Administration and since then the workman was doing his duties quite satisfactorily and never gave any chance of any complaint during his service period. The work and conduct of the workman also remained spotless during the course of his employment.

That the management/respondents were always trying and seeking ways and means to terminate the service of the workman since December, 1997 on one pretext or the other and lastly it was decided in the meeting of the governing body of the members that the workman who is performing the duties of Peon of consortium of tenants should form part of security contract but the workman expressed his unwillingness in accepting the same because the benefits as admissible under the provisions of Industrial Dispute Act will be ceased and due to this respondents were always used to remain un-happy with the workman.

That the workman went to the office of the Estate Manager of Respondent No. 2 on his routine duties on dated 29-12-1998 but the management authorities informed him (i.e. workman) verbally that today onwards (i. e. 29-12-1998) you need not come to your duties and in this way the services of the workman was terminated by the respondents in an arbitrary manner and without assigning any reason or reasonable cause even though the service records of the workman always remained “exemplary”.

That the respondents were always trying to make the payments of the workman through the security contractor but the workman politely refused to receive his wages through the said contractor. It is pertinent to mention here that the workman received his all wages through the Canara Bank which is existing in the premise of the management building through the cheques which were issued by the office of the Estate Manager of the Respondent No. 2 and all cheques were issued on the name of the workman for payment of his wages.

That the workman was appointed by the respondents against a regular post after obtaining the proper approval of the then President of Consortium of Tenants, Jeevan Bharti Building, New Delhi in the year 1995. The workman has also completed more than 240 days of his physical service in each calendar year and total service more than 3 years. Therefore, the workman is entitled to be heard before giving any sort of punishment to him. Such type of termination is absolutely illegal, unwarranted, unconstitutional, mala fide, arbitrary and against the provision of law and also against the principles of natural justice. This shows the mala fide intention of the management and discriminatory in nature also.

That at the time of termination no notice was given to the workman by the management, no charge sheet was issued to the workman and no inquiry was conducted by the management and no notice pay was given to the workman and notice to this effect was sent to the Government on the prescribed form and no retrenchment compensation was paid to the workman at the time of his termination. Therefore, the management has contravened Section 25 F of the ID Act and the mandatory provisions of Chapter V-A of the ID Act was also not complied with.

That some junior personnel are also working in the office of the management/respondent on the same posts and the management has not adopted the procedure of "Last Come First go" in this way the management has contravened the Section 25 G and Section 25 H of the Industrial Disputes Act, 1947.

That the wages of the workman for the period from 01-11-1998 to 28-12-1998 were also illegally withheld by the management/respondent which they have no right or authority to withheld the same. The workman has already requested the management authorities many a time regarding his illegal termination and payment of above said wages but no thought was given to the request of the workman. The workman has also sent some representations requesting the concerned authorities for payment of his said wages but no reply has been received from the office of the respondents even so far.

That the workman is a poor person and has a large family to support and there is no other source of income except this post to pull on his family expenses during these hard days. The workman is now-a-days passing through financial hardships to meet out his family expenses and entirely depends upon his parents.

That the workman has already requested to the management many a times regarding his illegal termination but they did not pay any heed to the request of the workman even so far but all in vain and futile.

It is, therefore, prayed that the workman may kindly be reinstated on the post of Peon with full back wages along with continuity of service and also along with other statutory benefits.

The management/respondent has filed written statement/objections. In the written Statement/objections it has been stated that the present claim is not at all maintainable against the Life Insurance Corporation of India as there exist no relation of employer-employee between the claimant and the Respondent No. 1.

That the present petition is sheer abuse of process of law and the claim petition being totally misconceived deserves to be dismissed on this ground alone. Life Insurance Corporation of India (the Respondent No. 1 herein) has been un-necessarily impleaded as a party in the claim petition, hence the Respondent No. 1 be dropped from the array of the parties and the claim petition deserves to be dismissed as against Respondent No. 1.

That the Life Insurance Corporation of India acquired Jeevan Bharti Building at 124, Connaught Place, New Delhi. The responsibility to maintain and guard the said building was delegated by LIC of India to a contractor which arrangement ended on 16-04-1989. Subsequent to this a Consortium of Tenants came into being and took over the responsibility of maintenance and security arrangements of the said building. It is pertinent hereto mention that Jeevan Bharti Building has two towers and 13 floors, in each tower housing 18 tenants in addition to LIC who is occupying two floors. The consortium of tenants of Jeevan Bharti Building consist of 19 tenants (member) now 18 out of which LIC is one of them.

The governing body of the consortium which normally renews the contract for security arrangements and have specialized service with specified agencies consists of 7 members. The Respondent No. 1 (LIC of India) is neither President nor Secretary nor the member of the governing body of the consortium. The Respondent No. 1 thus has no control whatsoever in any service contracts or employment made by the consortium through its governing body. The consortium of tenants is an independent body and any engagement or contract made or entered by the said consortium is their responsibility and LIC of India (Respondent No. 1) has no control whatsoever either direct or indirect in any such engagements or contracts made or entered by the said consortium.

That the LIC of India has no knowledge whatsoever whether the consortium has engaged the services of the workman as alleged in the para under reply.

That anything said contrary to what has been explained in the brief facts hereinabove and elsewhere in the reply is specifically disputed and denied by Respondent No. 1.

That anything said contrary to what has been explained in the brief facts hereinabove and elsewhere in the reply is specifically disputed and denied by Respondent No. 1. It is further submitted that the contents of para 6 do not pertain to Respondent No. 1, so the question of

contravention of Section 25-F of the ID Act does not arise at all.

Further it is submitted that the contents of para under reply do not pertain to Respondent No. 1 hence the question of contravention of Section 25 G and 25 H of the I D Act does not arise at all.

It is submitted here that Respondent No. 1 has nothing to do with the employment of the workman herein hence the question of withholding the pay by Respondent No. 1 does not arise at all. It is specifically denied that the workman has made any representation to Respondent No. 1 as alleged in the para under reply.

That it is specifically denied that the Respondent No.1 has anything to do either with the engagement or termination of the workman as alleged in the para under reply. Anything said contrary to what has been explained in the brief facts hereinabove and elsewhere in the reply is specifically disputed and denied by Respondent No. 1.

The entire prayer clause is denied as wrong, incorrect, baseless and misconceived. There is no cause of action in favour of the workman and against the Respondent No. 1.

It is, therefore, prayed that the claim petition of the workman may please be dismissed as against Respondent No. 1 (LIC of India) with compensatory costs.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workman that he received his all wages through the Canara Bank which is existing in the premise of the management building through the cheques which were issued by the office of the Estate Manager of the Respondent No. 2 and all cheques were issued on the name of the workman for payment of his wages.

It was submitted that the workman is entitled to be heard before giving any sort of punishment to him. Such type of termination is absolutely illegal, unwarranted, unconstitutional, *mala fide*, arbitrary and against the provision of law and also against the principles of natural justice. It indicates *mala fide* intention of the management and discriminatory in nature also.

It was submitted that some junior personnel are also working in the office of the management/respondent on the same post and the management has not adopted the procedure of "Last Come First go" in this way the management has contravened the Section 25 G and Section 25 H of the Industrial Disputes Act, 1947.

It was further submitted from the side of the workman that he is a poor person and has a large family to support and there is no other source of income except this post to pull on his family expenses during these hard days.

It was submitted from the side of the management that the present claim is not at all maintainable against the Life Insurance Corporation of India as there exist no relation of employer-employee between the claimant and the Respondent No. 1.

That the present petition is sheer abuse of process of law and the claim petition being totally misconceived deserves to be dismissed on this ground alone. Life Insurance Corporation of India (the Respondent No. 1 herein) has been unnecessarily impleaded as a party in the clam petition, hence the Respondent No. 1 be dropped from the array of the parties and the claim petition deserves to be dismissed as against Respondent No. 1.

It was submitted from the side of the management that the Life Insurance Corporation of India acquired Jeevan Bharti Building at 124, Connought Place, New Delhi. The responsibility to maintain and guard the said building was delegated by LIC of India to a contractor which arrangement ended on 16-04-1989. Subsequent to this a Consortium of Tenants came into being and took over the responsibility of maintenance and security arrangements of the said building. It is pertinent hereto mention that Jeevan Bharti Building has two towers and 13 floors, in each tower housing 18 tenants in addition to LIC who is occupying two floors. The consortium of tenants of Jeevan Bharti Building consists of 19 tenants (member) now 18 out of which LIC is one of them.

The governing body of the consortium which normally renews the contract for security arrangements and have specialized service with specified agencies consists of 7 members. The Respondent No. 1 (LIC of India) is neither President nor Secretary nor the member of the governing body of the Consortium. The Respondent No. 1 thus has no control whatsoever in any service contracts or employment made by the consortium through its governing body. The consortium of tenants is an independent body and any engagement or contract made or entered by the said consortium is their responsibility and LIC of India (Respondent No. 1) has no control whatsoever either direct or indirect in any such engagements or contracts made or entered by the said consortium.

It was further submitted from the side of the management that Respondent No. 1 has nothing to do with the employment of the workman herein hence the question of withholding the pay by Respondent No. 1 does not arise at all. It is specifically denied that the workman has made any representation to Respondent No. 1.

The workman has filed Paper No. B-12 photocopy of minutes of the governing body of Consortium of Tenants. Consortium of Tenants consists of President,

Secretary, Treasurer and members. It has been mentioned therein that the workman was performing his duties of Peon in Consortium Office. His services were transferred to security contract from 1st November, 1998. Sh. M. M. Gupta is the Secretary of Consortium of Tenants, Jeevan Bharti Building, New Delhi. He is not an Office Bearer of Respondent No. 1. Paper No. B-15 indicates that payment to the workman has been made by Col. M. M. Pabley, Estate Manager. The workman has received payment from the Estate Manager of the Consortium and not from Respondent No. 1. The entire pay orders are under the signature of Estate Manager of the Consortium. The workman has not filed any single document to establish the fact that he has been given appointment by Respondent No. 1 and payment to him has been made by Respondent No. 1. The documents establish that the workman has all along been made payment of his wages by Estate Manager of Consortium of Tenants, Jeevan Bharti Building, New Delhi. Consortium of Tenants, Jeevan Bharti Building has its account in Canara Bank and payment has been made through that account of Consortium of Tenants. Respondent No. 1 does not come anywhere in picture.

LIC is indeed owner of the building Jeevan Bharti and accommodations have been let out to different companies and enterprises. All the tenants have made consortium for maintenance of Jeevan Bharti Building. The workman has never been paid any wages by Respondent No. 1. He has been engaged by the consortium of Jeevan Bharti Building, governing body of tenants.

It was submitted from the side of the workman that in Steel Authority of India, Constitution Bench has held that Central Government would be the appropriate Government when an Industry, a Unit or an Establishment is run by the Central Government or run under the authority of the Central Government or such organization is an instrumentality of Central Government. In such circumstances the Central Government is the appropriate Government to refer the dispute. In the instant case Respondent No. 1 is no doubt run under the authority of the Central Government but the workman is not an employee of Respondent No. 1. He has been employed to all intents and purposes, by the Consortium of Tenants who is the governing body of all the tenants of Jeevan Bharti Building. The Consortium of Tenants is a private undertaking.

Respondent No. 2 has been made a party to the reference but no written statement has been filed. No evidence has been led. It is proved that the workman has worked for 240 days in between his employment 1996 to 1998. His services have been terminated without retrenchment compensation.

It was submitted that approval to the appointment in the Consortium of Tenants is accorded by Respondent No. 1. Payments are made by Respondent No. 2 and the workman worked under the control and supervision of

Respondent No. 2. It appears that the Central Government has sent reference of Respondent No. 1 has some sort of control over the appointments. In the circumstances reference from the Central Government is competent one.

The workman has not been paid pay in lieu of notice and retrenchment compensation. He is not entitled to get any back wages in the facts and circumstances of the present case. He is entitled to reinstatement from the date of publication of the award.

The reference is replied thus :—

The demand of Shri Vinod Kumar engaged through Consortium of Tenants of Jeevan Bharti Building in the office of their Estate Manager on daily wages as Peon for the period from 22-09-1995 to 29-12-1998 for his employment and regularization in service with Life Insurance Corporation of India, Northern Zonal Office, Jeevan Bharti, P. B. 630, Connought Circus, New Delhi being principal employer is neither justified nor valid nor legal. However, the workman deserves reinstatement with Respondent No. 2. Respondent No. 2 is directed to reinstate the applicant within two months from the date of publication of the award.

Award is given accordingly.

Date : 09-01-2007

R. N. RAI, Presiding Officer

नई दिल्ली, 19 जनवरी, 2007

का.आ. 505.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 10/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-1-2007 को प्राप्त हुआ था।

[सं. एल-12012/182/2001-आई आर (बी.-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 19th January, 2007

S.O. 505.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 10/2002) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure, in the Industrial Dispute between the management of Bank of India and their workmen, received by the Central Government on 18-01-2007.

[No. L-12012/182/2001-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE
BEFORE THE PRESIDING OFFICER : CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, NEW DELHI

PRESENT:

Presiding Officer : R.N. Rai. LD. No. 10/2002

Sh. R. K. Sharma	1st Party
Sh. Sunil Prakash	2nd Party

In the Matter of :—

Shri Rakesh Mohan Jaitley,
 C/o. Shri A. B. Jaitley,
 F-3 H. No. 20,
 1st Floor, Sector-II
 Rohini, New Delhi,
 New Delhi

Versus

The Manager,
 Bank of India,
 2A/6, Benglow Plot,
 NIT Faridabad,
 Faridabad (Haryana).

AWARD

The Ministry of Labour by its letter No. L-12012/182/2001/IR (B-II) Central Government Dt. 31-01-2002 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the management of Bank of India in dismissing the service of Shri Rakesh Mohan Jaitley, Clerk *vide* order dated 30-07-1999 is legal and justified? If not, what relief the disputant workman is entitled to?”

The workman applicant has filed claim statement. In the claim statement it has been stated that the claimant was employed with respondent/management as a clerk on permanent and regular basis. His last drawn salary was Rs. 10,600 per month.

That the workman/claimant was given an absolutely fallacious charge sheet dated 16-11-1998 and was involved in a frivolous matter. The claimant was also placed under suspension *vide* order dated 05-06-1998 wherein it was alleged that the workman committed acts of gross misconduct by un-authorisedly withdrawing an amount between Rs. 57,000 to Rs. 60,000 from S. B. Account No 33433 of Smt. Vina Kumari and the said unauthorized withdrawal of money was brought to the notice of the respondent and the claimant handed over a post dated cheque for Rs. 60,000 drawn on his S. B. Account No 33316. Thereafter a departmental inquiry was conducted into the aforesaid charges by Shri B. K. Goel, Manager, Ballabgarh Branch who was appointed as Inquiry Officer.

That as a matter of fact the allegations made against the workman claimant *vide* the aforesaid charge sheet were totally frivolous and even otherwise they do not constitute any act of misconduct qua the bank/respondent. The factual position was that the workman claimant had taken a loan from the said Smt. Vina Kumari through her brother-in-law, Shri Gulshan Gera.

That in fact certain officials of the respondent acted malafidely against the workman claimant and they got the workman claimant framed in a totally bogus case by obtaining a false complaint from Smt. Vina Kumari. It is apparent from the complaint made by Smt. Vina Kumari that the claimant was innocent and he was dragged into the matter as a result of a conspiracy. The Inquiry Officer also acted in a most biased and partial manner. His findings are not at all based on the evidence on record of the case. In fact he deliberately overlooked the evidence in favour of the workman and gave the findings on the basis of merely surmises. The respondent/management, Inquiry Officer and Smt. Vina Kumari rather joined hands against the workman applicant and their sole motive was to persecute the claimant. The workman was placed under suspension on 05-06-1998 whereas the complaint against him was made by Smt. Vina Kumari on 06-06-1998 which fact goes to show that a conspiracy was being hatched against the workman claimant. The complaint was also got prepared by the respondent management. There was also no consonance between the complaint made by Smt. Vina Kumari and her statement. There were major discrepancies therein. It was evident from the same that the workman was advanced a loan by Smt. Vina Kumari and she was getting interest thereupon but all that evidence has been deliberately ignored by the Inquiry Officer. The statement of Shri Gulshan Gera was also disbelieved whereas undisputedly he was the person who got Smt. Vina Kumari introduced to the claimant. Smt. Vina Kumari knowing fully well that her complaint was bogus wrote a letter to the respondent to withdraw her complaint and made manifest therein that she herself advanced loan to the workman applicant. However, the respondent bank officials and the Inquiry Officer did not allow Smt. Vina Kumari to withdraw the case under threat of Police case and obtained another letter from her. It is submitted that under threats and coercion the Inquiry Officer of the respondent procured a letter dated 12-06-1998 from the workman claimant that he had withdrawn certain amounts of Smt. Vina Kumari's account. The aforesaid statement was never made voluntarily. When the said statement was taken, the workman was under extreme tension and moreover he was further threatened that he would be implicated in a police case if he did not give such a statement.

That the procedure adopted by the Inquiry Officer in the inquiry was not in accordance with law and the principles of natural justice.

That the Inquiry Officer gave his findings as per the directions of the respondent and not as per the evidence on record of the case.

That the disciplinary authority did not take into consideration the points raised by the workman claimant while passing the dismissal order.

That thereafter, the workman claimant filed a departmental appeal dated 01-09-1999 against the dismissal order. The said appeal was also turned down illegally. Thereafter the workman claimant filed Civil Writ Petition No. 6515 of 2000 in the Hon'ble High Court of Punjab and Haryana but the same was dismissed by the Hon'ble High Court with the observation that the proper remedy to the workman applicant was available under the ID Act, 1947 and he could avail remedy by seeking reference under section 10 read with Section 2A of the ID Act. The said writ petition was filed on the wrong advice of the lawyer.

That the workman applicant has been dismissed illegally. The inquiry was not conducted in accordance with the principles of natural justice. The Inquiry Officer was totally biased. He totally ignored the entire evidence which was in favour of the workman-applicant. In fact the charges were not at all proved. Moreover, the gravity of the alleged charges was not at all serious as the workman claimant has not committed any act of misconduct whatsoever qua the respondent management. The alleged charges do not fall within the definition of misconduct as defined in the Rules of the respondent/management. The extreme punishment of dismissal did not commensurate with the alleged gravity of the alleged charges. It has not been taken into consideration at all that the workman claimant had to support his large family and he was an old employee of the respondent management with clean records throughout his service.

The management has filed written statement. In the written statement it has been stated that the claimant had been dismissed from service *vide* order dated 30-07-99 on the basis of an enquiry conducted into charge sheet dated 16-11-98 issued to him. The said enquiry was conducted in accordance with the principles of natural justice and as per the procedures prescribed under the Bipartite Settlement. The Management states that the validity of the enquiry may be decided by the Hon'ble Court in the first instance and in case the enquiry is found to be vitiate for any reason whatsoever, the management may be allowed to lead its evidence on the charges proved against the workman.

That the management further states that as per his own averments the claimant/workman had before raising the reference had approached the Punjab and Haryana High Court by filing the Civil Writ Petition No. 6515 to 2000. It has been stated by him in the para 8 of the Statement of claim that the said writ petition has been dismissed. The workman has failed to place on record a copy of the said orders and therefore, it is submitted that he cannot raise

the issue, which he had already raised before the Hon'ble High Court and the claim filed by him may be dismissed as such.

That the management further states that though the dismissal order was passed against the workman on 30-07-1999, he has himself delayed in raising of dispute and he is thus guilty of laches and delay. Therefore, no relief is admissible to him under the present proceedings.

It is stated that on the basis of the complaint received by one of the customer of the bank, a charge sheet dated 16-11-98 was issued to the workman. The complaint was also investigated by the Investigating Officer of the Bank. Thereafter, the regular charge sheet was given to him. It is correct that a departmental enquiry was initiated and during the course of enquiry, the workman participated in the same and was also allowed representation through his representative.

The workman is making an after thought story by alleging that the transaction was on account of loan which he had taken from Smt. Veena Kumari. During the enquiry it has been establishment on the basis of the documents as well as oral evidence produced, including that of Ms. Veena Kumari that the workman had indulged into acts of gross misconduct which were prejudicial to the interest of the Bank.

The claimant has only made vague allegations about certain officials of the Respondent-Bank acting with *malafides*. It is stated that neither particulars are given nor details have been submitted and as such these allegations are only baseless and have been made to make out a false case for himself. It is stated that the Respondent-bank had received a complaint and thereafter in the enquiry the charges against the workman were established.

It is wrong and denied that the complaint was made by Smt. Veena Kumari on 6th June. It is submitted that the complaint was made on 4th June and was after investigation the concerned workman was suspended on 5th June 1998. The story of loan being taken by the workman from Smt. Veena Kumari has been set up as an after thought. The Enquiry Officer had analyzed the evidence before him and has come to the conclusion based on documentary evidence as well as oral evidence that the charge against the workman was established. It is a matter of record that the workman himself admitted the whole transaction *vide* his letter dated 12-06-1998. It is too late in the day for the workman to allege that the said letter had been obtained under some coercion. In case such coercion was exercised, it would always be open to the workman to make complaints to the appropriate authority. It is stated that the said letter was submitted by the workman of his own free will.

The report of the Enquiry Officer shows that the discussion of the evidence led him to the basis of his conclusion. It is wrong and denied that the Enquiry Officer gave his findings at the direction of the management.

It is note worthy that in the departmental appeal, the workman had pleaded that mercy may be shown to him rather than disputing charges proved against him. The Disciplinary Authority passed a speaking order and thereafter the Appellate Authority has also considered his case on merits. The filing of writ petition by the workman is not known to the management. It is apparent that having failed in getting any relief from the Hon'ble High Court the present claim statement has been filed.

The charges proved against the workman do not deserve any leniency to be shown in his case. It is a matter of public knowledge that the nationalized banks are the holders of public money and any person who indulges in such type of practices deserves no sympathetic quarters. The workman being an employee of the banking industry has to keep his honesty and integrity at the highest. The charges proved against him are clear misconduct and are prejudicial to the interest of the bank. The workman, thus, deserves no relief from the Hon'ble court.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workman that he was placed under suspension on 05-06-1998 whereas the complaint against him was made by Smt. Vina Kumari on 06-06-1998 which fact goes to show that a conspiracy was being hatched against the workman claimant. The complaint was also got prepared by the respondent management. The statement of Shri Gulshan Gera was also disbelieved whereas undisputedly he was the person who got Smt. Vina Kumari introduced to the claimant. Smt. Vina Kumari knowing fully well that her complaint was bogus wrote a letter to the respondent to withdraw her complaint and made manifest therein that she herself advanced loan to the workman applicant. It is submitted that under threats and coercion the Inquiry Officer of the respondent procured a letter dated 12-06-1998 from the workman claimant that he had withdrawn certain amounts of Smt. Vina Kumari's account. The aforesaid statement was never made voluntarily. When the said statement was taken, the workman was under extreme tension and moreover he was further threatened that he would be implicated in a police case if he did not give such a statement.

That the Inquiry Officer gave his findings as per the directions of the respondent and not as per the evidence on record of the case.

That the disciplinary authority did not take into consideration the points raised by the workman claimant while passing the dismissal order.

It was further submitted that the gravity of the alleged charges was not at all serious as the workman claimant has not committed any act of misconduct whatsoever qua the respondent management. The alleged charges do not fall within the definition of misconduct as defined in the Rules of the respondent/management. The extreme punishment of dismissal did not commensurate with the alleged gravity of the alleged charges. It has not been taken into consideration at all that the workman claimant had to support his large family and he was an old employee of the respondent management with clean records throughout his service.

It was further submitted from the side of the management that during the enquiry it has been establishment on the basis of the documents as well as oral evidence produced, including that of Ms. Veena Kumari that the workman had indulged into acts of gross misconduct which were prejudicial to the interest of the Bank.

It was further submitted that it is wrong and denied that the complaint was made by Smt. Veena Kumari on 6th June. It is submitted that the complaint was made on 4th June and was after investigation the concerned workman was suspended on 5th June 1998. It is a matter of record that the workman himself admitted the whole transaction vide his letter dated 12-06-1998. It is too late in the day for the workman to allege that the said letter had been obtained under some coercion. In case such coercion was exercised, it would always be open to the workman to make complaints to the appropriate authority. It is stated that the said letter was submitted by the workman of his own free will.

It was further submitted that the nationalized banks are the holders of public money and any person who indulges in such type of practices deserves no sympathetic corners. The workman being an employee of the banking industry has to keep his honesty and integrity at the highest.

It transpires from perusal of the inquiry proceedings that the workman has given statement to the Investigating Officer. He has stated therein that Sh. Madho Singh, Driver of Laxmi Group brought the Pass Book to him in the bank. He updated it. He has further admitted in his letter that he has utilized about Rs. 50,000/- for his personal use. He has further stated that he has returned Rs. 60,000/- in cash to Ms. Vina Kumari on 04-06-1998. It appears from perusal of admission that he has purchased two Cars and he has taken loans from staff members also. He has regretted for taking money from bank's customer Ms. Vina Kumari and he has promised that he would not do any such act in future. This admission has been taken in presence of his wife Smt. Vijay Laxmi. So it cannot be said that this admission obtained by the management is under coercion or undue influence or under threat or assurances. He has narrated the entire incidence of misutilization of money of

Ms. Vina Kumari. The admission of the workman is categorical as this contains the entire transactions of the workman in respect of account of Ms. Vina Kumari. So this letter has not been written under extreme tension or under fear of false implications in a Police case.

During the course of inquiry Ms. Vina Kumari has examined herself. Sh. Madho Singh has also given his statement on the same day. He has stated that Smt. Vina Kumari gave him her Pass Book for getting it updated and he got it updated. Smt. Vina Kumari was astonished that the balance in her Pass Book was only Rs. 1958.20. The workman went to the house of Smt. Vina Kumari on 03-06-1998 and admitted that he had withdrawn money illegally from her account and he tried to give her a cheque of Rs. 60,000/- bearing two months later date. Again on 04-06-1998 Sh. Jaitley returned Rs. 60,000/- cash to Smt. Vina Kumari and expressed his regret for unauthorisedly and deceptively withdrawing money over Rs. 60,000/- from her account.

It further transpires from perusal of the inquiry proceedings that Smt. Vina Kumari the customer had sent a letter to the Chief Manager, Bank of India on 04-06-1998. In that letter she has specifically mentioned that Sh. Rakesh Jaitley, the workman told her that he had withdrawn Rs. 60,000/- unauthorisedly from her account and he gave her a cheque of Rs. 60,000/- bearing cheque No. 297354 dated 04-08-1998 and she annexed the cheque with her complaint. She requested the bank for causing Shri Rakesh Jaitley to pay her Rs. 60,000/- as she has lost her faith in him.

Smt. Vina Kumari is the widow and she has reposed faith in Rakesh Jaitley, the workman as he was the employee of the bank but her money to the tune of Rs. 60,000/- has been withdrawn from her account and she came to know of this fact when she got her Pass Book updated.

The management has examined Smt. Vina Kumari as MW1. She has stated that the workman gave her 10 to 15 forms at a time and asked her to sign. She signed these forms. She did not know whether these were deposit slips or withdrawal forms. She has further stated that she was extremely surprised when she found that there was balance of Rs. 2000/- in her Pass Book. She has also stated that Shri Rakesh Jaitley gave her cheque of Rs. 60,000/- but she did not try to encash it. She made a written complaint to the Chief Manager. Smt. Vina Kumari has stated in her cross examination that she had written to the Bank that the money transactions regarding deposit and withdrawal of money were done in her knowledge and she has again reposed faith in Shri Rakesh Jaitley.

It appears that the workman has returned the entire cash to Smt. Vina Kumari and had won her sympathy that is why she has stated that all the transactions of deposit and withdrawal of money were done in her knowledge. On

persuasions Smt. Vina Kumari had written such letter to the bank but in her statement in chief she has consistently deposed in support of her complaint dated 04-06-1998.

It was submitted that evidence in this case is contradictory and all the witnesses have not been produced. Testimony of single witness is sufficient for holding the charge proved in a domestic inquiry. Adequacy or otherwise of the evidence is not to be considered by a Tribunal. In the instant case the management has examined 3 material witnesses. The Investigating Officer has recorded the statement of Shri Madho Singh and Shri Rakesh Jaitley. There is consistency in the statement recorded by the Investigating Officer. These two witnesses have deposed in the inquiry to substantiate the charges.

It was further submitted that brother-in-law (JIJA) of Smt. Vina Kumari has been examined as defence witness and he has asserted that the workman has taken loans from Smt. Vina Kumari and it was in his knowledge. The testimony of this witness does not inspire confidence as there are several material contradictions in his evidence.

It becomes quite apparent from perusal of the inquiry proceedings and the statement of the witnesses that the workman fraudulently withdrew the money from the account of Smt. Vina Kumari and misused it. He has deceived customer who is a widow. He has persuaded her to sign 10 to 15 forms. She signed these forms in good faith and not checking whether these are withdrawal forms or deposit forms. The workman has taken the advantage of the innocence of Smt. Vina Kumari.

The post of the Bank's Clerk is a post of trust and repose. He handles the public money. His conduct should be above board. It is not so in the instant case. Principles of natural justice have been observed. The workman has been given ample opportunity to cross examine the witnesses and adduce evidence for defence. He has cross examined the witnesses and he has adduced his own evidence. He has been issued notice for personal hearing also. There is sufficient evidence for the Inquiry Officer to hold the charges proved. The orders of Disciplinary Authority and Appellate Authority are also justified. No interference is required.

The reference is replied thus :—

The action of the management of Bank of India in dismissing the service of Shri Rakesh Mohan Jaitley, Clerk vide order dated 30-07-1999 is legal and justified. The workman applicant is not entitled to get any relief as prayed for.

Award is given accordingly.

Date: 09-01-2007

R. N. RAI, Presiding Officer

नई दिल्ली, 19 जनवरी, 2007

का.आ. 506.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ़ ट्रान्स्वोर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण ईरनाकुलम के पंचाट (संदर्भ संख्या 167/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-1-2007 को प्राप्त हुआ था।

[सं. एल-12012/101/97-आई आर (बी.-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 19th January, 2007

S.O. 506.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 167/2007) of the Central Government Industrial Tribunal/Labour Court, Ernakulam as shown in the Annexure, in the Industrial Dispute between the management of State Bank of Travancore and their workmen, received by the Central Government on 19-1-2007.

[No. L-12012/101/97-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

PRESENT

Shri P. L. Norbert, B.A., L.L.B., Presiding Officer

(Friday the 12th day of January, 2007)

I. D. 167/2007

(I. D. 2/1998 of Labour Court, Ernakulam)

Workman	: P. K. Unni, Lakshmi Vihar, Puduppariyaram, Palakkad-678733. Adv. Shri T. C. Krishna
Management	: The Regional Manager State Bank of Travancore Zonal Office, Maroor Road, Calicut-763024. Adv. Shri Vinod Chandran.

AWARD

This is a reference made by Central Government under Section 10 (1) (d) of Industrial Disputes Act, 1947 for adjudication. The reference is:—

“Whether the action of the management of State Bank of Travancore in dismissing the services of Shri P. K. Unni, Cashier-Clerk from 27-6-96 is justified? If not, to what relief the workman is entitled?”

2. A preliminary order was passed regarding validity of enquiry and it was found by order dated 19-12-2006 that the enquiry is not valid for the reasons that the workman was not allowed to be assisted by a defence representative, that copies of documents relied on by the management were not furnished to the workman on time, that the workman was not allowed to be present and participate in the enquiry proceeding, that after two sitting the evidence on management side was adduced on 27-1-1995 without the presence of the workman and that the workman was not allowed to make submissions during enquiry. After the preliminary order the reference was posted for further evidence. But the management remained absent and there was no representation. Hence the worker was heard and the case was taken for award.

3. The facts in brief are as follows :—

The workman was a Cashier in State Bank of Travancore in Koliyadi Branch of Wynad District. On allegations of misconduct he was suspended from service on 14-3-1994. Thereafter a charge-sheet was issued to him, domestic enquiry was conducted and he was found guilty of the charges. In June, 1996 he was dismissed from service. The workman has denied the charges against him and has questioned the manner in which domestic enquiry was conducted. His case is that the enquiry officer violated the rule of natural justice and evidence was adduced ex parte and he was not given fair opportunity, etc. The management on the other side justifies the enquiry proceedings and contends that fair opportunity was given to the workman. But he was making all kinds of troubles and creating obstruction in proceeding with the enquiry and hence the enquiry had to be conducted in the absence of the workman. However, there is no violation of principles of natural justice. The charges were of grave nature and hence the punishment of dismissal was warranted.

4. Since the enquiry is found to be invalid what remains to be considered are :—

- (1) Are the findings sustainable?
- (2) Is the punishment proportionate?

The evidence consists of oral testimony of WW1 on the side of workman and MW1 and documentary evidence of Exts. M1 to M8 on the side of the management.

5. Point No. (1):

I have found in the preliminary order that the enquiry is not valid for the reasons that the delinquent was not allowed to participate in the enquiry, that the management's evidence was adduced in the absence of the workman, that the workman was not allowed to be represented by a co-worker, that copies of documents were not furnished to him on time and a few more reasons. Hence it is the burden of the management to substantiate the charges before this court by adducing additional evidence. But they have not made any attempt to do so. There is no prayer in the written

statement to adduce fresh evidence in order to substantiate the charges. A petition for amendment and incorporation of a prayer for adducing fresh evidence was filed before State Labour Court where the reference was originally pending as M.P. 53/2002. But that court deferred the decision to the final stage along with the reference. The learned counsel for the workman submits on the basis of the decision of Hon'ble Supreme Court in *K.S.R.T.C. v Lakshmi Devamma* 2001 II-L.L.J. 199 (5-Judges Bench), para 17 that the permission to adduce fresh evidence should be sought at the earliest opportunity, that is, when the written statement is filed. There is no prayer in the written statement and despite a petition for permission to adduce fresh evidence, even now the management has not come forward to adduce evidence.

6. The charges levelled against the workman are enumerated in Ext. M1 Charges Memo (page 2). There are ten charges against him. The main charges are, that he disobeyed the instructions of the branch manager, that he abused the branch manager in the presence of customers and staff more than once, that he was negligent in his duty and that he was absent unauthorizedly. Out of the 10 charges all except charge No. 3 were found against the workman by the enquiry officer. The enquiry report is contained in pages 25 to 33 of Ext. M1. Seven witnesses were examined in the enquiry and 24 documents were marked on the side of management. The list of witnesses and documents are annexed to the report as Annexure-I at page 34 of Ext. M1. But the entire evidence was adduced without the presence of the workman. By Ext. M7 he was asked not to be present during the enquiry by the enquiry officer. Thus, evidence was adduced ex parte though the workman did not want to remain ex parte. In the light of the preliminary order that the enquiry is not valid and in view of the fact that evidence was adduced ex parte, the findings of enquiry officer cannot be sustained without fresh evidence on record. But the management remained absent and no fresh evidence was tendered. Hence I find that the findings of enquiry officer are not sustainable.

7. Point No. (2):

In view of the above observation that the findings of enquiry officer are not sustainable it follows that the punishment imposed too cannot be sustained. The disciplinary authority had given an opportunity for personal hearing, as seen from page 71 of Ext. M1 preliminary order of disciplinary authority. The final order was passed by the disciplinary authority on 27-6-1996 and it is contained in page 76, whereby the punishment of dismissal was imposed. However, since the charge are not proved the order of punishment has to be set aside.

8. In the result, an award is passed finding that the action of the management in dismissing Shri P. K. Unni, Cashier-Clerk from 27-6-1996, is not legal and justifiable. He is entitled to be reinstated with back wages and consequential benefits. No cost. The award will take effect one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 12th day of January, 2007.

P. L. NORBERT, Presiding Officer

APPENDIX

Witness for the Workman : Nil.

WW1 - Shri P. K. Unni.

Witness for the Management :

MW1 - Shri Rama Chandran.

Exhibit for the Workman : Nil.

Exhibits for the Management :

M1-Domestic enquiry File.

M1(a)- Copy of enquiry proceedings including deposition.

M2-Copy of notice dated 3-11-1994 reg. enquiry.

M3-Letter dated 12-11-1994 sent by workman to the Regional Manager of the Bank.

M4-Copy of notice dated 8-12-1994 reg. enquiry issued by enquiry officer to the workman.

M5- Letter dated 23-12-1994 sent by the workman to the enquiry officer.

M6- Letter dated 13-1-1995 sent by the workman to the enquiry officer.

M7- Notice dated 16-2-1995 issued by the enquiry officer to the workman.

M8- Letter dated 4-3-1995 sent by the workman to the enquiry officer.

नई दिल्ली, 22 जनवरी, 2007

का.आ. 507.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कंट्रोलर ऑफ टेलीकॉम स्टोर्स के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/आर/226/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-1-2007 को प्राप्त हुआ था।

[सं. एल-40012/129/97-आई आर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 22nd January, 2007

S.O. 507.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/LC/R/226/94) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the employer in relation to the management of Controller of Telecom Stores and their workman, which was received by the Central Government on 22-1-2007.

[No. L-40012/129/97-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

No. CGIT/LC/R.226/94

Presiding Officer : Shri C.M. Singh

Shri Durga Prasad Awasthy,
Secretary,
Post & Telecom Mazdoor Union,
Controller of Telecom Stores,
Jabalpur

....Workman/Union

Versus

The Controller of Telecom Stores,
Jabalpur

....Management

AWARD

Passed on this 22nd day of December, 2006

1. The Government of India, Ministry of Labour vide its Notification No. L-40012/129/97-IR(DU) dated 16-29/11/94 has referred the following dispute for adjudication by this tribunal :

"whether the action of the management of Controller of Telecom Stores, Jabalpur (MP) in not allowing Shri Ramshiromani Ojha to sit in the promotion trade test 1993 and restricting the promotion is legal and justified? If not, to what relief the concerned workman is entitled to?"

2. The case of the workman/Union in brief is as follows. That workman Shri Ramshiromani Ojha is a member of Post & Telegraph Mazdoor Union, Ticket No. 109 and an industrial worker. He is an unskilled worker and his next promotion is to be made on the post of semi skilled worker. In pursuance to the advertisement of notice for promotion to the semi-skilled posts, the workman Shri Ojha also applied for the post of semi-skilled worker. He was having all requisite experience and qualification for the promotion. The management has not permitted him to appear for the trade test without any justification. The action of the management in not promoting him is bad in law. Under the provisions of CCS(CCA) Rules, 1965, the punishment of "Censure" cannot be an impediment for his promotion. Therefore any punishment of "Censure" imposed on him on 7-7-90 cannot be a ban for his promotion. Apart from the above, the punishment of "Censure" was itself bad in law and against the standing orders. Apart from the above on 3-6-94, the Appellate Authority passed an order whereby he declared the punishment of "Censure" as void by allowing an appeal of the workman. It is, therefore, prayed that the action of the management in not allowing the workman to sit in Promotional Trade Test-1993 and restricting the promotion be declared illegal and unjustified and the workman be given consequential relief.

3. The management contested the reference and filed their written statement. Their case in brief is as follows. Shri Ramshiromani Ojha, applicant is not the workman as defined in the Industrial Dispute Act and therefore the reference order is not maintainable and consequently he cannot seek any redress from this tribunal. Shri Ramshiromani Ojha while working as mazdoor in the telecom store, Jabalpur had committed a misconduct on 2-4-90. He was chargeheeted vide charge memo dated 2-4-90 under certified standing orders and after considering his reply, he was awarded punishment of "Censure" vide order dated 7-5-90. The management had notified its intention to hold a trade test and invited applications on 3-2-93 from candidates interested for appearing in the test for selection as semi-skilled workers. Shri Ramshiromani Ojha has also applied but since on 3-2-93, he was not eligible as per industrial establishment in Telecom Stores depots (Recruitment rules) 1969, Rule-3, he was not allowed to appear for the trade test. As per rule-3 of the said rules, an eligible candidate with a bad record of work and conduct during the previous 3 years was not to be admitted for the test. Since on the date of submitting his application, the applicant did not have a good record, the management rightly did not permit him to appear for trade test. "Censure" is a punishment and is an impediment in his service record for the purpose of promotion. The promotion of any candidate has to be as per rules failing which the same would be bad in law and the management has rightly refused permission to the applicant to appear for the trade test. It is prayed that the reference be decided holding that the action of the management is legal and justified and the applicant is not entitled to any relief.

4. Vide order dated 28-6-05 of this tribunal, the reference proceeded exparte against the workman.

5. The management in order to prove their case filed affidavit of Shri C. R. Choudhary, controller of telecom stores, Jabalpur.

6. I have very carefully gone through the written argument submitted by Shri H. K. Gupta, SSS for the management and the Evidence on record.

7. As the case proceeded exparte against the workman, there is no evidence of the workman on record for proving his case. Against the above, the case of the management is fully established and proved from the uncontroverted and unchallenged affidavit of management's witness Shri C. R. Choudhary, controller of Telecom Stores, Jabalpur. Therefore the reference is liable to be answered in favour of the management and against the workman. Having considered the facts and circumstances of the case, I am of the view that the parties be directed to bear their own costs of this reference.

8. In view of the above, the reference is answered in favour of the management and against the workman holding that the action of the management of Controller of

Telecom Stores, Jabalpur (MP) in not allowing Shri Ramshiromani Ojha to sit in the promotion trade test 1993 and restricting the promotion is legal and justified and consequently the workman is not entitled to any relief. The parties shall bear their own cost of this reference.

9. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C.M. SINGH, Presiding Officer

नई दिल्ली, 22 जनवरी, 2007

का.आ. 508.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (संदर्भ संख्या 423/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-1-2007 को प्राप्त हुआ था।

[सं. एल-40011/19/2001-आई आर (डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 22nd January, 2007

S.O. 508.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 423/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the Industrial Dispute between the employer in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 22-1-2007.

[No. L-40011/19/2001-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, BHUBANESWAR

PRESENT

Shri N.K.R. Mohapatra, Presiding Officer, C.G.I.T.-cum-Labour Court, Bhubaneswar

Industrial Dispute case No. 423/2001

Date of Passing Award-8th January, 2007

Between

1. The Management of the Sub-Divisional Officer, Telegraph, At./PO Puri,

2. The Chief General Manager (T),
Telecom Deptt. Orissa Circle,
Bhubaneswar (Orissa) 751001

...1st Party-Managements

AND

Their workman, Shri Gateswar Ojha,
S/o Sh. Agadhu Ojha, At. Bhairpur,
P. O. Rajasa, Dist. Khurda, Orissa

...2nd Party-Workman

APPEARANCES

M/s. J. K. Nayak & Associates, ...For the 1st Party-
Advocate Management

M/s. B. B. Patnaik & Associates, ...For the 2nd Party-
Advocate Workman.

AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication *vide* their Order No. L-40011/19/2001-IR (DU), dated 28-09-2001 :

“Whether the action of the management of Chief General Manager, Telecommunication, Orissa Circle, Bhubaneswar by terminating the service of Shri Gateswar Ojha, Ex-Driver without following the provisions of Section 25-F of I. D. Act, 1947 is justified? If not, to what relief the workman is entitled to?”

2. In his Claim Statement it is alleged by the workman that even though he was working as a Driver on daily wage basis since 1992, driving different vehicles under the disposal of C.G.M. (1), Telecom Department (Management No. 2), he was refused employment without notice or notice pay and retrenchment benefits from 2-2-2001 as required under Section 25-F of the Industrial Disputes Act. According to him from 17-3-1992 to 31-7-1993 he was utilized as a Driver of OR-02-6841 vehicle attached to the C.G.M. (T), Bhubaneswar (Management No. 2) and then from 8-6-1994 to 31-11-1994 of Vehicle No. OR-02-A-3316 under Director (Instin & Trans) Bhubaneswar and then from 15-7-1995 to 22-2-1996 under S. D.O. P-III (A.E. Cable) to drive OR-02-D-6611 and then from 1-6-1996 to 31-1-1997 under C.T.T.C. Bhubaneswar and finally from 1-2-1997 to 1-2-2001 under the S.D.O. (T) Puri to drive his vehicle OR-13-4744. In other words the workman has alleged that when he had worked for more than 240 days continuously in each year preceding the date of his termination on 2-2-2001 the Management should not have refused him employment with effect from 2-2-2001 without complying the provisions of Section 25-F of the Industrial Disputes Act.

3. The Management No. 1 has filed a written statement for self as also pleaded on behalf of the

Management No. 2. It is averred that the workman was never recruited according to the rules prescribed. He was simply being engaged as and when required on daily wage basis from out of office contingencies. He had also not worked continuously for 315 days, 328 days, and 314 days in the respective years of 1997, 1998, 1999 and 2000 as claimed by him. He had simply worked intermittently for 209 days in 1997, 58 days in 1998, 105 days in 1999 and 110 days in the immediate next preceding year of 2000 and therefore there was no necessity of complying the provisions of Section 25-F. Assigning the reasons for his non-engagement from 2-2-2001 it is further contended that for filling up the regular vacant posts of Drivers one recruitment examination was held in the year 2000 and in that the workman could not succeed and therefore on the posting of a regular Driver he was disengaged from 2-2-2001.

4. On the basis of the above pleadings of the parties the following issues were framed.

ISSUES

1. Whether the termination of Shri Gateswar Ojha, Ex-Driver is justified?
2. Whether the 1st Party-Management has fail to follow the provisions of Section 25-F of the Industrial Disputes Act before termination of Shri Ojha?
3. To what relief, the 2nd Party-workman is entitled?
5. Besides producing some documents each party has examined one witness in support of their respective stands.

Issue No. 1

6. Under this Issue the Management has pleaded that during 1985 one circular was issued by the Director General, Post and Telegraph asking all its subordinate offices not to engage any casual labour. But since in violation of the same the workman was engaged, he was terminated subsequently without resorting to Section 25-F of the Industrial disputes Act, his engagement being illegal. In this regard it may be made clear that for the mistake committed by an officer by acting beyond the ban order, the persons engaged by him can not be blamed nor he can be deprived of his rightful claims. Accordingly, this issue is answered holding that the termination of the workman on that ground is not sustainable.

Issues No. 2 & 3

7. These two issues were taken up jointly as they are inter dependent.

From the claim statement it appears that the workman has been disengaged several times during 1992 to 2001. The terms of reference is found to be not that specific as to in respect of which date of termination the reference is to be answered. As I gather the workman is more concerned with his last date of termination which was given effect to

from 2-2-2001 and as such the findings given hereunder is confined to that date alone.

8. Section 2(oo) of the Industrial Disputes Act defines what is retrenchment. According to it termination made on any reason whatsoever amounts to retrenchment unless it falls within one of the exceptional clauses mentioned therein. To put it under one of the exceptional clauses it is deposed by the Management Witness that the engagement of the workman was not only need based but it was contractual in nature. But except saying so no documentary evidence has been produced by the Management to prove that the engagement of the workman was contractual. The said witness says to have filed his written statement on the basis of official record but when questioned about those documents he says those are not readily available. It has been claimed by the workman that he was last engaged continuously from 1-2-1997 to 1-2-2001 to drive a vehicle attached to the S.D.O. (T), Puri, In relation to that the Management witness No. 1 who is no other than that S.D.O. says in his evidence as also in his counter that during the above period the workman was not engaged continuously but he was engaged intermittently as and when needed. according to him the workman was last engaged in the above manner for 209 days in 1997, 58 days in 1998, 105 days in 1999 and 110 days in 2000 and then for few days during January 2001 to 1-2-2001. But this evidence of the Management does not inspire confidence in as much as no document has been produced to justify the same. Rather the documents such as the log books of the vehicle OR-13-4744 produced by the Management pursuant to a direction of the Tribunal indicate otherwise that whatever the Management witness has deposed are all untrue to a greater extent. The first Log Book maintained for the period from 1-1-1999 to 24-6-2000 and the second log book maintained from 13-11-2000 to 1-2-2001 show that the above vehicle was in continuous use during these period. It has only not been used for a day in each week. Though the Management was asked to produce the Log Book for the entire period from 1999 to 2001, it has only produced two log books leaving the other one maintained for the period from 25-6-2000 to 12-11-2000, compelling the Court to draw an adverse inference that the vehicles was also in continuous use during that period, as no evidence worth the same has been adduced to show that during the said period the vehicle was off-road. When questioned as to who was driving the vehicles during 1997 to 2001 the management witness says that the workman and many others were engaged temporarily depending upon their availability. When further asked to name these drivers the witness fails to name the other drivers. This shows that the Management is only trying to circumvent the issue just to show that the workman was not engaged continuously. It is the common knowledge that no person would ever prefer to move with an unknown driver each time when a known driver is already at hand. Therefore,

with the aid of the above log book and by drawing an interference for non-production of another log book it is held that the workman was driving the above vehicle continuously from 1997 to 1-2-2001 as claimed by him and therefore the management should not have been terminated him without adhering to Section 25-F of the Industrial Disputes Act, the period of such engagement being more than 240 days continuously.

9. The evidence adduced before the Court shows that pending regular recruitment several persons like the workman were engaged to drive different vehicles and to fill up these posts recruitment were held in the year 2000 giving an opportunity to the workman to participate in the said test. In the above backdrop it was argued further that the engagement of the workman was adhoc in nature and therefore he was disengaged from 2-2-2001 after a regular recruits was posted at Puri. This arguments no doubt sounds baseful but as I find no such letter of engagement was given to the workman indicating that the engagement was adhoc in nature. Therefore when his engagement was a continuous one for more than 240 days (as discussed earlier) the Management can not escape from his liability for non-compliance of Section-25-F of Industrial tribunal Act. Accordingly the termination/retranchment of the workman is held to be had under laws.

10. As to the entitlement of the workman a reference to the earlier discussion reveals that after regular recruitment the post of a Driver at Puri is no more available. Further the engagement of the workman being on daily rate basis he has no right to claim lien over any permanent post. Therefore, in consideration of the above and in lieu of reinstatement the workman is only entitled for compensation, both towards notice pay and retranchment benefits. Accordingly the Management is directed to pay a consolidated amount of Rs. 20,000 (Rupees Twenty Thousand) to the workman towards notice pay and retranchment benefits.

11. The reference is answered accordingly.

Dictated & Corrected by me.

N.K.R. MOHAPATRA, Presiding Officer

नई दिल्ली, 22 जनवरी, 2007

का.आ. 509.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम.ई.एस. के प्रबंधन के संबद्ध नियोजक और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट (संदर्भ संख्या 192/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-1-2007 को प्राप्त हुआ था।

[सं. एल-14011/8/99-आई आर (डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 22nd January, 2007

S.O. 509.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 192/98) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M.E.S. and their workmen, which was received by the Central Government on 22-1-2007.

[No. L-14011/8/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA, PRESIDING
OFFICER CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, KANPUR

I.D. NO. 192 OF 1998

In the matter of dispute between

General Secretary

Rashtriya M.E.S. Karmachari Sangh

C.W.E., Area, 176, Malakraj, Rambagh

Allahabad-211001, U.P.

AND

The Head Quarter Commander

Works Engineer

Allahabad-211001, U.P.

AWARD

1. Central Government, Ministry of Labour, New Delhi vide Notification No. L-14011/8/99-I.R. (D.U.) dated 30-11-1998 has referred the present dispute for adjudication as under :—

“Whether the action of management of MES in not regularizing the casual labourers against the regular vacancies is legal and justified? If not, to what relief the workmen is entitled?”

2. Yet again vide its corrigendum, the Central Government made amendment in the schedule of Reference Order in the following manner :—

“Whether the action of management of MES in terminating the services of casual labourers as per the list submitted by the Union (Annexed herewith) and also not regularizing them against the existing vacancies of permanent post, is legal and justified? If not, to what relief the workmen is entitled for?”

3. In view of having considered both the Reference Orders and after examining the entire case file the Tribunal finds that neither list of workers alleged to be involved in the instant case, in its claim statement which have been filed by the union, is available nor there is mention of any of the date of termination and date of claiming regularization

by the union with regard to the workmen effected by the Award of this Tribunal in the reference Order.

4. Even there is no evidence worth the name on behalf of the union despite the fact that the union raising the instant dispute, has palpably failed to adduce evidence in support of its case. As a result of which the authorized representative for the management made an endorsement on the Order Sheet dated 8-11-2005 that since there is no evidence from the side of the union management does not want to adduce evidence in support of its case. Thereafter the case was outrightly reserved for the arguments by the contesting parties and arguments of the parties were heard in detail by the Tribunal.

5. From the above it is quite obvious that it is a case where there is no evidence led by the contesting parties in support of their respective claims therefore the Tribunal is absolutely handicapped to appreciate the claims of the rival parties on the unvail of principles of natural justice to examine the fact as to whether the action of the management shown in schedule of reference Order has been breached by the management or not.

6. Moreover, Tribunal does not find any list of workers involved in the instant case or the relevant dates from which union has claimed relief against the management.

7. Considering the facts that even if on the basis of evidence, the Tribunal finds that the workers should be allowed relief as claimed by the union, even then Tribunal is totally handicapped as to from what date the workers, involved in the present case, should be allowed the relief as claimed by the union on their behalf.

8. For the reasons discussed above, Tribunal is concluding that the union is not entitled to claim any relief of any nature whatsoever against the management as claimed by them in the present reference in the absence of particular date i.e. the date from which they have claimed to have been regularized in the services of the opposite party and also for the reasons that a list of workers involved in the case is wanted.

9. The union also can not be granted any relief for want of evidence and proof by the union before this Tribunal.

10. Resultant effect would be that it is held that the union is held not entitled for any relief as claimed by them.

11. Accordingly it is ordered that the reference is decided against the union and in favour of the management.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 22 जनवरी, 2007

का.आ. 510.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एरियल डिलीवरी रिसर्च एण्ड डेवलपमेंट ऐस्टेब्लिशमेंट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक

विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट (संदर्भ संख्या 3&2/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-1-2007 को प्राप्त हुआ था।

[सं. एल-13012/12/99-आई आर (डी यू)]

सं. एल-13012/13/99-आई आर (डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 22nd January, 2007

S.O. 510.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 3 & 2/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Aerial Delivery Research & Development Establishment and their workmen, which was received by the Central Government on 22-1-2007.

[No. L-13012/12/99-IR (DU)]

No. L-13012/13/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA, PRESIDING
OFFICER CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, KANPUR

I.D. NO. 3 OF 2000

In the matter of dispute between

Shri Sudhakar Tiwari

C/o Sri Surendra Singh

43/16, No. 15-A, Sector 16

Sikandara, Agra, U.P.

And

The Director General

Research & Development,

D.R. D.O., Government of India,

Ministry of Defence,

Sena Bhawan, New Delhi-110001.

And

I. D. No. 2 of 20000

In the matter of dispute between

Sri Mahesh Chandra Nishad

C/o Sri Surendra Singh

43/16, No. 15-A, Sector 16

Sikandara, Agra, U. P.

And

The Director General Research & Development,

D.R. D.O., Government of India,

Ministry of Defence

Sena Bhawan, New Delhi-110001.

AWARD

1. Central Government, Ministry of Labour, New Delhi vide Notification No. L-13012/12/1999-I.R. (D.U.) dated 16-12-1999 and L-13012/13/1999-I.R. (D.U.) dated 16-12-1999 has referred the following disputes for adjudication as under :—

“Whether the action of the Aerial Delivery Research & Development Establishment, Agra Cantt. in terminating the services of Sri Sudhakar Tiwari w.e.f. 11-12-1998 is legal and justified? If not, to what relief he is entitled?”

And

“Whether the action of the Aerial Delivery Research & Development Establishment, Agra Cantt. in termination the services of Sri Mahesh Chandra Nishad w.e.f. 2-11-1998 is legal and justified? If not, to what relief he is entitled?”

2. As common questions of fact and law are the same in both the above industrial disputes it is proposed to decide the above references by means of this common Award.

3. Whereas the claim of Sri Sudhakar Tewari is that he was engaged by the opposite party on 1-4-1993 at Rs. 52/- per day as wages and worked upto 12-8-1996. It was the further case of the workman that opposite party upto 31-12-1997 made payment of Rs. 1,560/- per month and started making payment of his wages @ Rs. 1,000/- per month w.e.f. 1-1-1998 against which the counsel of the workman gave legal notice to opposite party through registered post. When no action was taken in this regard workman filed L.C.A. Case No. 403/98 which is pending before this Court. On account of the above fact employer became annoyed and they terminated the service of the workman w.e.f. 11-12-1998 without any notice, notice pay or without making any retrenchment compensation to workman. Employer has not issued any chargesheet to workman and they had terminated of the services of the workman without any reason. After termination of the services of the workman employer engaged a person by name Sri Madan Lal in his place. Lastly it had been prayed that action of the management be held to be illegal and unjust and he be awarded reinstatement with full back wages and continuity of service.

4. The case of the workman, Sri Mahesh Chandra Nishad is that he was engaged by the opposite party on 1-4-1993 at Rs. 68/- per days as wages and worked upto 12-8-1996. It was the further case of the workman that opposite party upto 31-12-1997 made payment of Rs. 2,040/- per month and started making payment of his wages @ Rs. 1,000/- per month w.e.f. 1-1-1998 against which the counsel of the workman gave legal notice to opposite party through registered post. When no action was taken in this regard workman filed L.C.A. Case No. 440/98 which is pending before this Court. On account of the above fact

employer became annoyed and they terminated the service of the workman w.e.f. 2-11-1998 without any notice, notice pay or without making any retrenchment compensation to workman. Employer has not issued any chargesheet to workman and they had terminated the services of workman without any reason. After termination of the services of the workman employer engaged a person by name Sri Madan Lal in his place. Lastly it had been prayed that action of the management to be held to be illegal and unjust and he be awarded reinstatement with full back wages and continuity of service.

5. The opposite party contested the claim of the workmen, *inter alia*, on the ground that the opposite party is not an industry being an organization where research activities are being done without any profit motto under the guidelines of Ministry of Defence. It is not engaged in any commercial activity and cannot be described as an economic venture or a common enterprise as its object is not to produce its object and distribute services which would satisfy the wants and needs of consumer community. The opposite party is more an institution discharging Government function and a domestic enterprise than a commercial enterprise, therefore opposite party is not an industry.

6. On merit it has been contended that opposite party is a Research Unit having Guest House and none of them are industry. The contractor, who has engaged the services of the claimants, have not been made a party to the present disputes therefore present disputes are not maintainable before this Tribunal. Accordingly it has been prayed by the opposite party that present references are not maintainable and are liable to be rejected holding that the workmen involved in the present cases are not entitled for any relief.

7. After exchange of pleading between the parties both workmen of the above cases have neither prosecuted their claims before this Tribunal by putting their appearance before the Tribunal nor have adduced any evidence in support of their respective claims.

8. It is settled position of law that if a party claiming any relief fails to produce evidence before Competent Court of Law his claim is liable to be rejected. As both the workmen have failed to adduce their respective evidence in support of their respective claims, the tribunal is bound to hold that their claims and relief must fail for want of evidence and proof.

9. Accordingly it is held that none of the workmen involved in the present cases are entitled for any relief as claimed by them.

10. Therefore present references are answered against the workmen for want of evidence and proof and in favour of the management.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 22 जनवरी, 2007

का.आ. 511.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेशन कैण्टीन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 157/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-1-2007 को प्राप्त हुआ था।

[सं. एल-13012/1/98-आई आर (डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 22nd January, 2007

S.O. 511.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 157/98) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Station Canteen and their workman, which was received by the Central Government on 22-01-2007.

[No. L-13012/1/98-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SRI SURESH CHANDRA PRESIDING
OFFICER CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SARVODAYA
NAGAR, KANPUR, U.P.**

Industrial Dispute No. 157 of 98

In the matter of Dispute between :

Sh. Tej Bahadur Singh,
S/o Ram Chandra Singh,
C/o Sh. B.P. Pandey,
106/371 Heeraganj,
Kanpur.
AND
Canteen Officer,
Station Canteen Cantt.,
Kanpur.

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide notification No. L-13012/1/98/IR(DU) dated 11-8-98 has referred the following dispute for adjudication to this tribunal :—

“Whether the action of the management of Station Canteen Officer, Cantt., Kanpur, in terminating the services of their workman Sh. Tej Bahadur Singh is legal and justified? If not to what relief the workman is entitled?”

2. It is common ground that the services of the workman was terminated by the opposite party vide order dated 29-6-88 which was made effective w.e.f.

30-6-88 Ext. M-15 without there being issued any chargesheet, inquiry and show cause notice to the workman on the ground that he removed unauthorisedly a wrist watch and a table fan costing Rs. 812 from the store of the canteen which act amounts to misappropriation of canteen stores. The order dated 29-6-88 further indicates that the amount involved was recovered from the workman. Ext. M-15 dated 29-6-88 is further indicative of the fact that the workman was asked for to submit his explanation by 30-6-88.

3. The case of the workman is that he was working as regular and permanent employee of the opposite party. It has also been alleged that the opposite party terminated the services of the applicant/workman without issuing any chargesheet and without holding any inquiry and even without providing him any opportunity of being heard. The workman has further pleaded that the action of the management is against the principles of natural justice and also violative of the service regulations. The workman is therefore entitled for his reinstatement with full back wages and all consequential benefits together with seniority.

4. The claim of the workman has been disputed by the opposite party on the ground that the workman removed one table fan and a wrist watch without specific permission of the concerned authorities and thus had misappropriate the canteen items. It has also been pleaded that the workman by means of his letter dated 30-6-88 has admitted his misconduct therefore his service were terminated vide order dated 29-6-88, w.e.f. 30-6-88. There is not illegality in the action of the opposite party and that the opposite party has every right under service rules to pass appropriate orders in cases of theft and misappropriation. The workman was afforded full opportunity to submit has stand before the opposite party before the impugned order terminating the services of the workman was passed on 29-6-88. A *prima facie* case beyond doubt was fully established against the workman concerned and after considering the whole matter it was found that the workman was not a fit person to be retained in the service of the opposite party. On the basis of above it has been pleaded that the action of the management be held as legal and valid and it be also held that the workman is not entitled for any relief.

5. Rejoinder statement has also been filed by the workman but nothing new has been pleaded therein except reiterating the facts already pleaded by him in his statement of claim.

6. After exchange of pleading between the parties workman beside examining himself as W.W.1 has also filed documentary evidence. Against it management filed documentary evidence a part from examining its witness M.W.1 Major B. G. Singh (retired Canteen Officer) in support of its case.

7. Management has filed 21 documents as per list dated 5-5-2000, which have been marked as Ext. M-1 to Ext. M-21. As against it workman has also filed certain documents in the nature of photocopies. As documents filed by the workman are in the shape of photocopies therefore Tribunal is not taking any cognizance of the same.

8. Tribunal has heard the arguments advanced by the contesting parties at length and have also examined the documents available on file carefully.

9. Attention of the Tribunal has been invited towards Ex. M-14 by the authorised representative for the workman and it has been contended that the enquiry officer which has conducted preliminary inquiry and has recorded fact finding in the case has recommended that the workman be chargesheeted as *prima facie* case against him is made out. It has also been argued by the authorised representative for the workman that when according to the opinion of the inquiry officer workman was required to be chargesheeted then it was not at all open for the opposite party to have punished the workman without holding any departmental inquiry after issuing chargesheet to the workman and without affording opportunity to him for his effective defence. From preliminary investigation held in the case of the workman it is quite clear that the investigating officer has recorded the statement of 4 persons in the preliminary inquiry and after appraisal of the same has opined that there is reason to believe that there is a *prima facie* case against Sri Tej Bahadur Singh who should be chargesheeted accordingly. It was also recommended by the investigating officer that the workman be afforded with an opportunity for recording his statement in his defence positively by 13-6-88 failing which it will be assumed that the workman has nothing to submit in his defence and an ex-parte decision will be taken in the matter. On the contrary it has been argued by the representative for the workman that the workman was out afforded full opportunity for his defence by the opposite party. After considering the arguments of the contesting parties coupled with documents, Tribunal do not find much force in the contention raised by the authorised representative for the opposite party there is nothing on record to show that the workman was ever afforded any opportunity of his defence by the opposite parties Ext. M-15 is termination order dated 29-6-88 issued by the same officer which has conducted preliminary investigation in the case of the workman whereby the services of the workman has been terminated w.e.f. 30-6-88. From the termination order it is also clear that the workman was called upon to submit his stand by 30-6-88. Tribunal is unable to understand the reason as to what promoted to the opposite party that it gave an opportunity of hearing after passing final orders dated 29-6-88. It also appears that the officers of the opposite party are not fully acquainted with the

disciplinary rules or even they do not know the basic principles of natural justice which is well known to a common person that No one should be condemned unheard. In all fairness it was not open for the opposite party to have first pass final order removing the services of the workman on 29-6-88 and then to have asked the workman to submit his stand before them. Tribunal is of the firm opinion that the poor workman was not at all provided any opportunity of his defence Non issuance of chargesheet in the facts and circumstances of the case despite the fact that the investigating officer has categorically opined in his report dated 16-6-88 that the workman be chargesheeted, A bare perusal of the recommendation of the enquiry officer dated 16-6-88 is indicative of the fact that the workman was directed to submit his stand before him positively by 13-6-88. How this can be possible in the facts and circumstances of the case and how it can be expected from the workman that he would be in position to explain his stand positively by 13-6-88 before investigating officer specially when he prepared his report on 16-6-88 i.e. the investigation report dated 16-6-88 was not in existence on 13-6-88. This also shows the premeditated set of the officers of the opposite parties who appears to be much inclined to remove the services of the workman without adhering the rules of natural justice or even without following disciplinary rules in the case of the workman. The attitude of the opposite parties against the workman does not appears to be sound. Of course it is true that a delinquent must be punished for the acts of misconduct committed by him during discharge of his official obligations but that should be in consonance of the rules of natural justice and disciplinary rules. It also appears that the workman was not afforded any opportunity of being heard before his termination. In any view of the matter the action of the management cannot be sustained in the eye of law.

10. The Hon'ble Supreme Court of India in the case of High Court of judicature at Bombay *Versus* Uday Singh and others reported in FLR 1997 (76) 532 has observed as under :—

“The Court/Tribunal may interfere where the authority held the proceedings against the delinquent officer in a manner inconsistent with the rules of natural justice or in violation of statutory rules prescribing the mode of inquiry or where the conclusion or finding reached by the disciplinary authority is based on no evidence. If the conclusion or finding be such as no reasonable person would have ever reached, the Court/Tribunal may interfere with the conclusion or the findings and mould the relief so as to make it appropriate to the facts of each case.

In the above case the Hon'ble Court has further observed that when an inquiry is conducted on charges of misconduct by a public servant, the court/Tribunal is

concerned to determine whether the inquiry was held by a competent officer or whether rules of natural justice are complied with. Whether the findings or conclusions are based on some evidence, the authority entrusted with the power to hold inquiry had jurisdiction power and authority to reach a finding of fact or conclusion, but that finding must be based on some evidence. The law propounded by the Hon'ble Supreme Court applies with full swing to the facts and circumstances of the present case in which even no charge sheet or departmental inquiry was conducted against the workman before passing final orders removing the services of the workman.

11. For the reasons discussed above, the action of the management in removing the services of the workman vide order dated 29-6-88 is held to be neither legal nor justified nor fair. Accordingly workman is held entitled to be reinstated in the service with full back wages, continuity of service and all consequential benefits. Reference is answered accordingly.

SURESH CHANDRA, Presiding Officer
नई दिल्ली, 22 जनवरी, 2007

का.आ. 512.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 85/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-1-2007 को प्राप्त हुआ था।

[सं. एल-40012/101/98-आई आर (डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 22nd January, 2007

S.O. 512.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 85/99) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 22-1-2007.

[No. L-40012/101/98-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SRI SURESH CHANDRA, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, KANPUR**

I.D. No. 85 of 1999

In the matter of dispute between :

Sri Rakesh Kumar Dubey
S/o Sri Shiv Nath Dubey
C/o Sri R. M. Shukla

119/30, Naseemabad, Himanchal Talkies
Darshanpurwa, Kanpur, U.P.

And

The Chief General Manager
Doorsanchar Vibhag
Lucknow, U.P.

AWARD

1. Central Government, Ministry of Labour, New Delhi vide Notification No. L-40012/101/1998-IR (D.U.) dated 23-04-1999 has referred the following dispute for adjudication to this Tribunal —

“Whether the action of Doorsanchar Vibhag in terminating the services of Sri Rakesh Kumar Dubey is legal and justified ? If not, to what relief the workman is entitled ?”

2. At the outset it may be pointed out that on an earlier occasion an Ex-parte Award dated 25-01-2001 was recorded in favour of the workman and against the management. As the management failed to put in his appearance and also that they have not filed any written statement against the claim statement of workman.

3. The management challenged the said Ex-parte Award by filing Writ Petition no. 39466 of 2001 before the Hon'ble High Court of Allahabad. The Hon'ble High Court vide its Order dated 24-02-2004 has set aside the said Ex-parte Award and remitted the case to this Tribunal for deciding the same within a period of three months from the date of receipt of Orders of the Hon'ble Court.

4. The concerned workman Sri Rakesh Kumar Dubey, has stated in his statement of claim that he was appointed on the post of Driver of a Jeep on 11-11-1986 and he worked continuously upto 08-03-1988 without break in service under S.D.O., Doorsanchar, Mainpuri. His work and conduct was always found satisfactory. The workman was appointed on a post of Jeep Driver which was still in existence and the workman was appointed against a regular post. The workman was refused to work since 09-03-1988 without any rhyme and reason and termination of his service w.e.f. 09-03-1988 without any written order or without giving him notice, notice pay or retrenchment compensation was illegal. He was appointed on casual basis and was paid Rs. 19.50 paise per day as wages and he completed for more than 240 days in a calendar year before the date of his termination. Thus his termination from service is violative of the provisions of Section 25-F of the I.D. Act, 1947 and is therefore, illegal and he is entitled to be reinstated in service with full back wages.

5. The management appeared and filed its written statement to the Tribunal alleging therein that no relationship of employer-employee exists between the employer and applicant and that he was never appointed as claimed by him. The management has denied the

alleged engagement of the applicant as Driver on 11-11-1986. It has also been denied by the management that the claimant continued/worked continuously upto 08-03-1988. On the above grounds it has been prayed that the claim of workman is liable to be rejected and the workman is not entitled for any relief as claimed by him.

6. The workman examined himself as WW-1 and filed 10 documents marked Exhibit W-1 to W-10 in support of his case.

7. In the instant case on 04-10-2005 it was observed by the Tribunal that the evidence of workman which has been adduced by him be considered and management was granted time fixing 16-12-2005 for their evidence. After availing repeated opportunity of evidence granted by Tribunal on 14-12-2006, 02-05-2006, 25-07-2006, 09-10-2006 and on 07-12-2006 neither management adduced any documentary evidence nor led any oral evidence in support of its case. Therefore 27-12-2006 was fixed for arguments of the parties. It is pertinent to mention that except on 14-02-2006 none appeared from the side of management in the instant case. It is thus clear that it is case where management has miserably failed to avail the repeated opportunities granted by the Tribunal for their evidence. Even no arguments were advanced before the Tribunal from the side of the management in the case.

8. Heard the authorized representative for the workman and have gone through the record of the case.

9. Sri Rakesh Kumar Dubey, WW-1, stated on oath that he was appointed on the post of Driver on 11-11-1986 and he continuously worked on that post till 08-03-1988. He clearly stated that no charge sheet was ever served on him and his superiors were satisfied from his work. He stated that no notice or notice pay and retrenchment compensation was paid to him before termination of his services. He stated that he has filed documents in support of his case. The certificates Exhibit W-1 to W-8 filed by him go to show that this workman continuously worked from 11-11-86 to 08-03-1988 under S.D.O., Telegraph as Jeep Driver without any break. These certificates were issued by S.D.O., Telegraph, Mainpuri. The record shows that he was paid wages at the rate of Rs. 19.50 paise per day but that makes no difference so far as his status as employee of the telegraph department is concerned. In Chairman cum Managing Director, Orissa Road Transport Co. Ltd. and Ramesh Chandra Gauda and another FLR 1995 (70) 468, the Hon'ble Orissa High Court has held that there is no distinction between casual employee and regular employee and even a daily wage earner comes within the definition of workman. In view of law laid down in the case cited above I hold that the concerned workman comes within the definition of workman as given under Industrial Disputes Act, 1947, and was entitled to get protection of the provisions of Sec. 25-F of the Act.

10. From the un rebutted evidence of WW-1 and the documentary evidence which supports his case it is established beyond doubt that the concerned workman worked for more than 240 days before the date of termination of his service. Thus he was entitled to get protection of Section 25-F of I.D. Act, 1947 before his services were terminated by an oral order. The workman has stated that no notice, notice pay or retrenchment compensation as required under Section 25-F of the Act was given to him before the termination of his services. Tribunal, therefore, inclined to believe his testimony which goes un rebutted. Tribunal, therefore, hold that termination of the services of the concerned workman is violative of the provisions of Section 25-F of the Act and is therefore illegal and void. Tribunal, therefore, hold that the concerned workman shall be deemed to be in continuing in service and shall be entitled to get back wages.

11. In view of findings recorded above, Tribunal hold that the action of the management of Doorsanchar in terminating the services of Sri Rakesh Kumar Dubey is illegal and unjustified. Tribunal further holds that the concerned workman is entitled to be reinstated in services with full back wages on the post of Jeep Driver. The management is, therefore, directed to reinstate the concerned workman in service and to pay him full back wages within a period of three months from the date of publication of the Award.

12. Therefore present reference is answered accordingly in favour of the workman and against the management.

SURESH CHANDRA, Presiding Officer
नई दिल्ली, 22 जनवरी, 2007

का.आ. 513.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान ऐयरोनॉटिक्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 2/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-1-2007 को प्राप्त हुआ था।

[सं. एल-14012/97/98-आई आर (डी यू)]
सुरेन्द्र सिंह डेस्क अधिकारी

New Delhi, the 22nd January, 2007

S.O. 513.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/99) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Hindustan Aeronautics Ltd. and their workman, which was received by the Central Government on 22-01-2007.

[No. L-14012/97/98-IR(DU)]
SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, KANPUR

I.D. No. 2 of 1999

In the matter of dispute between :

Shri Mahesh Chandra Bhardwaj

109/50-A, Nehru Nagar,

Kanpur, U.P.

And

General Manager

Hindustan Aeronautics Ltd.,

Kanpur Division,

Kanpur, U.P.

AWARD

1. Central Government, Ministry of Labour, New Delhi, *vide* notification No. L-14012/97/98-IR(DU) dated 17-12-98 has referred the following dispute for adjudication to this Tribunal :—

“Whether the action of General Manager, M/s Hindustan Aeronautics Ltd., Kanpur in dismissing the services of Shri Mahesh Chandra Bhardwaj w.e.f. 29-06-1994 is legal and justified ? If not to what relief the workman is entitled ?”

2. It is common ground that workman was issued charge sheet-cum-suspension order by the opposite party on 07-11-92. By means of charge sheet dated 07-11-92 the workman was also called upon to submit his Explanation to the charges. Further management *vide* letter dated 16-01-93 informed the workman that his explanation to the charge sheet was found unsatisfactory therefore it has been proposed to hold a departmental enquiry into the allegations leveled against the workman. The management also appointed Sri Girish Chandra as Enquiry Officer in the case of the workman by the opposite party.

3. It is further common ground that on the request of workman Sri Girish Chandra was withdrawn to act as an Enquiry Officer with reference to the application dated 20-02-93 moved by the workman before the management leveling allegations against Sri Girish Chandra. The management by means of his letter dated 24-02-92 appointed Sri V.K. Gupta to act as Enquiry Officer in place of Sri Girish Chandra and workman was informed accordingly.

4. The Enquiry Officer after holding enquiry submitted his finding dated 24-05-94. On the basis of enquiry report workman was issued Show Cause Notice dated 30-05-94 by Sri Girish Chandra, Deputy General Manager holding workman guilty of the charges and also proposing punishment of dismissal from the company

upon the workman. Ultimately final orders were passed on 29-06-94 by Sri Girish Chandra, Deputy General Manager whereby workman was removed from the services of the management. Against the punishment awarded to the workman, he preferred an appeal before the Appellate Authority *vide* representation dated 28-07-94 which too was rejected by Sri A.P. Arya, General Manager *vide* Order dated 14-11-94.

5. It is the case of the workman that the workman has been implicated falsely in the above charge sheet on account of personal grudge, animosity of security personnel deputed at the factory gate. It is also-alleged that the chargesheet-cum-suspension order, show cause notice, enquiry proceedings, order of dismissal and Order of Appeal have been passed in violation of principles of natural justice in as much as workman was not give adequate opportunity of his defence by the concerned authorities related with disciplinary action against the workman. Therefore entire action including charge sheet in the name of disciplinary action is illegal, invalid, adverse perverse and against the law and rules.

6. It has further been pleaded by the workman that earlier he raised industrial dispute before Labour Court No. 4, Kanpur, U.P. challenging his dismissal order. But after exchange of pleading between the parties and recording of evidence of the contesting parties the reference could not be decided finally by the Labour Court for want of appropriate jurisdiction. In view of decision given by Hon'ble High Court of Allahabad in Writ Petition No. 13936 of 1995 wherein it was held by the Hon'ble High Court that the appropriate Government in respect of Hindustan Aeronautics Ltd. is Central Government. Thereafter workman raised industrial dispute before Central Government which has referred the matter to this Tribunal.

7. It has further been pleaded that during the course of enquiry neither the workman was supplied the copy of enquiry proceedings nor he was supplied with the copies of the statements recorded by the Enquiry Officer of witnesses produced by the management. Even workman had not been supplied with the copy of enquiry report by Sri Girish Chandra who issued Show Cause Notice on the basis of enquiry report.

8. It has also been pleaded by the workman that an F.I.R. was lodged by the management against workman under Section 380/411 I.P.C. on which workman faced criminal trial which was ultimately culminated into clear acquittal by Order and Judgement dated 22-04-95 passed by Additional Chief Metropolitan Magistrate, Kanpur.

9. It has further been pleaded by the workman that Sri Girish Chandra earlier appointed as Enquiry Officer was having grudge and malafied against the workman therefore he was changed and another Enquiry Officer, Sri V.K. Gupta was appointed who had not followed the

required procedure of the enquiry. He recorded findings which is perverse and illegal.

10. Workman has further pleaded that Sri Girish Chandra earlier appointed as Enquiry Officer was promoted as Deputy General Manager who could not pass Order of dismissal against the workman, therefore the dismissal order suffers with malafied, illegality and therefore is not maintainable in the eye of law.

11. It has also been pleaded that the final order was not passed by the competent authority i.e. disciplinary authority.

12. On the basis of the above pleading it has been prayed by the workman that this Tribunal be kind enough to set aside the Dismissal Order, Appellate Order and Enquiry Proceedings and the workman be directed to be reinstated in service with full back wages along with all benefits attached with the post and continuity of service and seniority.

13. The claim of workman has been contested by the opposite party by filing detailed written statement, *inter alia*, on the ground that the workman was issued charge sheet dtd 07-11-92 and since the explanation was not found satisfactory a commission of enquiry was ordered to be held. The workman was found possessing certain material of the company while he was going out of the factory gate. Workman was accosted by the security personnel and when he tried to run away with the material but was later on apprehended and material was recovered. Management has denied having breached of principles of natural justice in the domestic enquiry held against the workman. It has also been denied that the order of dismissal is illegal and invalid.

14. It has further been pleaded that management has not violated principles of natural justice while conducting domestic enquiry against workman. Workman was given full and adequate opportunity to defend himself in the enquiry by the Enquiry Officer.

15. In the end it has been pleaded that the charges have been proved against the workman and he was rightly awarded punishment of dismissal from services. The claim of workman is liable to be rejected being devoid of merit. The workman is not entitled for any relief whatsoever from this Tribunal.

16. After exchange of pleading between the parties contesting parties were called upon to adduce their evidence in support of their respective claims. Management instead of filing original enquiry proceedings filed certified photocopies of entire enquiry after obtaining the same from Labour Court No. 4, U.P., Kanpur.

17. Workman has also filed certain documents in the nature of photocopy relating to the domestic enquiry.

18. Whereas workman has examined himself as WW-1 in support of his case before the Tribunal. None

was examined from the side of management in support of his claim. It may be pointed out that the management was given repeated opportunities to adduce oral evidence but management failed to avail such opportunity as a result of which management was debarred from adducing evidence *vide* Order dated 05-05-2005 passed by the Tribunal.

19. The Tribunal *vide* Order dated 27-12-2000 framed following preliminary issue in the case —

Whether the domestic enquiry conducted by the management was not fair and proper ?

20. The Tribunal formed an opinion that instead of deciding preliminary issue as above decided to record a composite finding on merit. From this point of view Tribunal provided opportunities to the contesting parties to adduce their respective evidence in support of their claims and counter claims. As observed above management has miserably failed to adduce any evidence in support of his counter claim the Tribunal is left with no other option but to examine the documentary evidence led by the management in the light of oral as well as documentary evidence produced on behalf of the workman.

21. Heard the arguments of the contesting parties at length and have also considered the documents available on the record of the case carefully.

22. On the point of fairness of enquiry it has been contended on behalf of the workman by his authorized representative that during course of enquiry workman was not provided with the copies of enquiry proceedings held day-to-day by the Enquiry Officer. It has also been contended that the documents called for from the Enquiry Officer were not supplied to him. It has also been contended on his behalf that even no Show Cause Notice was given to him prior to imposition of penalty upon him. It has also been argued by the authorized representative for workman that Sri Girish Chandra who had been the Enquiry Officer in disciplinary case of workman was changed on the basis of his application making certain allegations against him as Enquiry Officer by the management, therefore said Sri Girish Chandra on becoming Deputy General Manager could not act as punishing authority in the case of the workman, therefore the dismissal order passed by him is *ab initio* void, arbitrary and illegal. It has also been contended on behalf of the workman that since criminal case on the same charges on the basis of F.I.R. lodged against the workman was pending and that the workman made specific request *vide* his application before the management that the disciplinary action against him be suspended till the final outcome of the criminal case. But the authorities of the management did not considered his request and proceeded with the case. It has been contended that the material which was alleged to have been stolen by the

workman was not produced before the enquiry to ascertain the fact as to whether or not incident as alleged in the charge sheet was actually happened.

23. lastly it has been contended by the authorized representative for the management that since punishment likely to be imposed upon him was mentioned in the Show Cause Notice by Sri Girish Chandra, Deputy General Manager which clearly shows his pre-mindset and opportunity to the workman, if any, would be nothing but a futile exercise in vain. As such the workman was not been afforded adequate opportunity of his defence.

24. On the contrary it has been contended by the authorized representative for the management that the workman was given full opportunity for his defence in accordance with principles of natural justice and according to rules governing the service conditions of the workman, workman participated in the enquiry with the support of his defence representative and cross-examined the witnesses of the management, Enquiry Officer gave a concrete finding holding the workman guilty of the charges by appreciating the material and evidence of the parties available before the Enquiry Officer therefore there is no illegality or perversity in the enquiry findings recorded by the Enquiry Officer. Since the misconduct proved against the delinquent employee is of very serious nature, he was rightly awarded the punishment of dismissal from the services which fully commensurate with the gravity of the proved charges.

25. It has also been argued that question of personal grudge, animosity on the part of Sri Girish Chandra who earlier happened the Enquiry Officer in the case of the workman and lately became Deputy General Manager and passed final order against the workman does not arise at all as the workman has not disclosed reasons in this regard in his Statement of Claim nor he has led any evidence on this point. Lastly it has been contended that the claim of the workman is devoid of merit and is liable to be rejected holding that the workman is not entitled for any relief as claimed by him.

26. That it may be pointed out that in disciplinary proceedings under any organization/establishment there are mainly three authorities, viz., (i) Disciplinary Authority, (ii) Enquiry Officer and (iii) Appellate Authority, who are connected with the disciplinary action against delinquent employee and if any punishment based on the Enquiry Report of the Enquiry Officer has been imposed upon such delinquent employee which was ultimately upheld by the Appellate Authority if questioned by such delinquent employee before the competent Court of Law on the ground of denial of natural justice or that the entire disciplinary action held against such delinquent employee is contrary to the rules of disciplinary action, in that situation heavy burden is costed upon Courts/Tribunal to scrutinize the whole matter with more caution for coming to a conclusion as to whether the above

authorities under disciplinary rules have flouted any of the provision of the disciplinary rules or denied the delinquent workman adequate opportunity of his defence in the domestic enquiry. Tribunal/Courts are also oblivious of the fact in service jurisprudence that if upon scrutiny of the materials and evidence available in domestic enquiry file finds that the enquiry held against the delinquent employee by the above said authorities at any point of time during course of conduct of enquiry have flouted the rules of natural justice/or acted contrary to the disciplinary rules in any disciplinary action, Courts/Tribunals should not hesitate in holding that such enquiry is vitiated and bad in law. If it is held so by Courts/Tribunals, the same would affect the merit of the enquiry findings which, in turn, is liable to be held as perverse. Such finding based on irregular enquiry proceedings cannot form basis for awarding punishment on the delinquent employee.

27. In the above backdrop when entire matter has been examined by the Tribunal carefully. From the certified photocopies of entire enquiry file it is quite evident that the management have not filed the charge sheet given to the workman of the instant case. This is a very serious lapse on the part of management's authorized representative who even did not care to examine the fact as to whether actually the documents purported to be filed per list dated 31-05-96 contains charge sheet or not, which are the certified copies obtained from Labour Court No. 4, U.P., Kanpur. Management's authorized representative on 27-12-2000 has filed 50 documents in support of their claim which are photocopies instead of originals. Therefore having regard to the legal position that photocopies of the documents are not acceptable before a Court of Law by way of documentary evidence, therefore, Tribunal is of the opinion that photocopies of documents filed by the management is of no help to them.

28. Even management had not cared to adduce any evidence in support of his claim. Whereas workman had adduced his oral testimony on oath before this tribunal on 16-12-2004 and he was also cross-examined by the authorized representative for the management at length. Authorized representative for the management was not able to bring out any substantial material from the mouth of the witness which may help the case of the management.

29. From the above it is crystal clear that neither any evidence has been led on behalf of the management nor any acceptable documentary evidence is available on the record of the case from the side of the management. On the contrary the workman has substantiated his claim before this Tribunal.

30. Considering overall facts and circumstances coupled with evidence of workman it is held that neither

the enquiry was fair and proper nor the enquiry finding were based on proper appreciation of evidence available before the Enquiry Officer nor the delinquent employee have been afforded proper and fair opportunity for his defence by the disciplinary authority who even did not care to ensure that before imposition of punishment workman should have been granted an opportunity by providing him copy of enquiry finding to enable him to explain his stand before the disciplinary authority.

31. For the reasons disclosed above it is held that the management has badly failed to prove the charges against the delinquent employee despite availing of sufficient opportunities granted by the Tribunal. Tribunal has no hesitation in observing that management has contested the instant case in a very leisurely manner which cannot be appreciated at all. As a result of which the action of the management regarding imposition of punishment of dismissal upon the workman w.e.f. 29-06-1994 is held to be illegal and unjustified and is hereby set aside.

32. Having regard to the date of birth of the workman concerned which was got recorded by him as 59 years of age before the Tribunal on 16-12-2004 when he appeared in the witness box. Considering his age by now he must have crossed the age of superannuation i.e. 60 years therefore it is not feasible to grant him reinstatement in the services of the management. Instead, it would be in the ends of justice if the workman is held entitled for his entire terminal dues like provident fund, gratuity, leave encashment etc. on the ground that he retires in normal course from the services of the opposite party after attaining the age of superannuation i.e. 60 years. Workman is further held entitled for his entire back wages after adding annual graded increments together with revisions of pay, if any, took place during the period workman remained out of employment.

33. Reference is decided in the above terms in favour of the workman and against the management.

SURESH CHANDRA, Presiding Officer
नई दिल्ली, 22 जनवरी, 2007

का.आ. 514.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या सीजीआईटीए-605/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-1-2007 को प्राप्त हुआ था।

[सं. एल-40012/194/93-आई आर (डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 22nd January, 2007

S.O. 514.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGITA-

605/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 22-01-2007.

[No. L-40012/194/93-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT :

Shri A.A. Lad, Presiding Officer

Reference C.G.I.T.A. No. 605/04

(Old Reference 13/95)

Shri C.S. Kakubha Zala RajkotFirst Party

V/s

The General Manager & Another'sSecond Party
Telecom Dept. Rajkot

APPEARANCE

First Party : Present

Opponent : Present

AWARD

1. The Government of India has referred the Industrial Dispute between the above parties by order No. L-40012/194/93-IR (DU) dated. 20-1-1995 to this Tribunal for adjudication. The terms of reference is as under :

SCHEDULE

"Whether the action of the Management of Sub-Divisional Officer (Phones) Jamnager and Telecom District Engineer, Jamnagar in terminating the services of Shri C.S. Kakubha Zala legal and justified? If not, to what relief the workman is entitled?"

2. The second party was issued a notice to file a statement of claim by this Tribunal on 7-3-1995. The second party has submitted an authority to represent the second party by Ex. 14. The second party submitted an application to withdraw the reference stating that he does not want to proceed the matter and prayed to allow the second party to withdraw the reference.

3. Looking to the facts of Ex. 14, the Tribunal has allowed to withdraw the reference. Since reference was pending for order I hereby pass the following order :

ORDER

As per application Ex. 14, the second party is allowed to withdraw the reference is hereby disposed of. No order as to cost.

Dated : 7-12-2006

Ahmedabad

A. A. LAD, Presiding Officer

नई दिल्ली, 22 जनवरी, 2007

का.आ. 515.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ संख्या 81/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-1-2007 को प्राप्त हुआ था।

[सं. एल-42012/109/96-आई आर (डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 22nd January, 2007

S.O. 515.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No 81/98) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Department of Post and their workman, which was received by the Central Government on 22-1-2007.

[No. L-42012/109/96-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**

Dated : the 8th January, 2007

PRESENT**Shri A. R. Siddiqui, Presiding Officer****C. R. No. 81/1998****I Party**

Shri P. Narayanaswamy,
Venkatagiri Kote,
Devenahalli Taluk,
Bangalore Rural District.

II Party

The Chief Post Master
General, Karnataka Circle,
General Post Office,
Bangalore-560 001

AWARD

The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-42012/109/96-IR (DU) dated 4th September 1998 for adjudication on the following schedule :—

SCHEDULE

“Whether the action of the Chief Post Master General, Karnataka Circle, Bangalore is legal and justified in dismissing Shri P. Narayanaswamy on grounds of SB/RD fraud ? If not, to what relief the workman is entitled to?”

2. A charge sheet dated nil as per Annexure-1 came to be issued against the first party workman in the following terms :

“Article-I :— That the said Shri P. Narayanaswamy while functioning as BPM Narayanapura BO in

a/w Vijayapura SO on 23/24-10-1990 made entries of deposits in RD Pass Books and RD Journal failed to account for the RD deposits in the BO account as required in Rule 144 read with 143 and 131 of Rules of BOs (6th Edition-II reprint corrected upto 31-3-1982) and thus failed to maintain absolute integrity as enjoined in Rule 17 of P&T Ed agent (conduct & Service) Rules-1964.

Article II: That the said Shri P. Narayanaswamy while functioning as BPM Narayana pura BO a/w Vijayapura on 20-11-1990 made entries of deposit in the SB/RD PBs and failed to account for in SB/ RD journal and in BO accounts on 20-11-1990, as required in Rule 144 read with 143 and 131 of Rules for BOs (6th edition-II Reprint-corrected up to 31-3-1982 and thus failed to maintain absolute integrity as enjoined in Rule 17 of P&T Ed Agents (Conduct & Services) Rules, 1964.

3. The first party workman submitted his explanation to the charge sheet denying the charges and the Disciplinary Authority not being satisfied with the explanation offered by the first party conducted, a Domestic Enquiry was conducted against him and on the basis of the findings of the enquiry office holding him guilty of the charges of misconduct he was dismissed him from service after having afforded him an opportunity of personal hearing.

4. The first party workman by way of his claim statement challenged the enquiry proceedings as against the principles of natural justice, the findings of the enquiry officer as suffering from perversity and the order of dismissal passed against him as unjust and illegal.

5. The management by its counter Statement however, asserted and maintained that proceedings of the enquiry conducted against the first party were in tune with the principles of natural justice affording him fair and proper opportunity to defend himself and that findings of the enquiry officer holding him guilty of the charges were based upon sufficient and legal evidence and that the order dismissing the first party was also legal and justified keeping in view the gravity of the misconduct committed by him.

6. Having regard to the respective contentions of the parties about the validity and fairness or otherwise of the enquiry proceedings, this tribunal took up the above said question as a Preliminary issue calling upon the management to prove the fact of validity and fairness of the enquiry proceedings. The management during the course of trial examined the enquiry officer as MW1 marking the documents of the enquiry proceedings and enquiry findings. The first party also gave his statement by way of rebuttal and after having heard the learned Counsels for the respective parties, this tribunal by order dated 22-09-2005 recorded a finding on the above said issue to the effect that the enquiry conducted against the first party by the second party is not fair and proper. There upon the matter came to be posted to hear the arguments of the parties on merits there being no plea taken by the management in its Counter Statement reserving its right of fresh evidence on merits i.e. to prove the charges of misconduct leveled against the first party in case the DE

conducted against him was found to be defective for some reason or the other. Thereupon, the management filed an application under the heading Miscellaneous Application about the maintainability of the reference before this tribunal and the jurisdiction of this tribunal to entertain the reference on the grounds that the management is not an Industry as defined under the provisions of ID Act and the first party is not a workman as defined under Section 2(s) of the ID Act and therefore, the reference proceedings are liable to be dismissed. Above said application came to be resisted by the first party workman by his objection statement and after hearing the learned counsels for the respective parties on the said application, this tribunal by order dated 8-9-2006 rejected the above said application with a cost of Rs. 2000/- to be paid to the first party workman by the management. Once again the matter came to be posted to hear the learned counsels for the respective parties on merits of the case and the case underwent several adjournments from time to time till it was taken up finally on 5-12-2006, on which date learned counsel for the party was heard and learned counsel Shri NKJ representing Shri KPR who in turn was representing the management submitted that he had no arguments to advance in the matter and therefore, the case came to be posted for the purpose of passing of the award.

7. Therefore, as the things how stand, the proceedings of enquiry held against the first party have been held to be not fair and proper and in the result, the findings of the enquiry officer holding the workman guilty of the charges in pursuance to the DE conducted against him are no more available to the management and consequent thereupon the dismissal order passed against the first party also becomes nonest. The resultant corollary would be that the charges of misconduct leveled against the first party have remained to be proved and therefore, he is entitled to be reinstated in service. Coming to the relief of back wages and other attended benefits, in order to, deny the back wages to the first party a primary burden was cast upon the management to make out a case before this tribunal that first party has been gainfully employed when he was out of the service of the management from the date of impugned dismissal order passed against him. The management has not discharged its burden and at the same time the first party has not come forward with any evidence much less stepping himself into the witness box to speak to the fact that he has not been gainfully employed from the date of his dismissal from service till today. Therefore, keeping in view the latches both on the part of the management as well as on the part of the first party on the point of gainful employment of the first party workman or otherwise it appears to me that ends of justice will be met if the first party is ordered to be reinstated in service with 50% back wages, of course, with continuity of service and other consequential benefits. Hence the following award.

AWARD

The management is directed to reinstate the first party workman to the post he held at the time of dismissal order passed against him with 50 per cent back wages from the date of dismissal till the date of reinstatement with continuity of service and other attended benefits.

(Dictated to PA transcribed by her corrected and signed by me on 8th January, 2007)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 23 जनवरी, 2007

का.आ. 516.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डेल्टा एअर लाईंस इ. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली-2 के पंचाट (संदर्भ संख्या 208/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-1-2007 को प्राप्त हुआ था।

[सं. एल-11012/2/96-आई आर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 23rd January, 2007

S.O. 516.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No 208/1999) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi-II now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Delta Airlines Inc. and their workmen, which was received by the Central Government on 18-1-2007.

[No. L-11012/2/96-IR (C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT - II,
NEW DELHI

PRESENT

Presiding Officer : R.N. RAI

I.D. No. 208/1999

Sh. Feroz Ahmed,

—1st Party

Ms. Mohan Lal

—2nd Party

In the matter of :

Shri Sri Ram and Ors.

C/o. 3003—B 4,

Vasant Kunj,

New Delhi.

Versus

M/s. Delta Airlines Inc.,

Taj Mahal Hotel,

Appollo Bundar,

Mumbai-400 001.

AWARD

The Ministry of Labour by its letter No. L-11012/2/96-IR (C-I) Central Government dt. 21-10-1996 has referred the following points for adjudication.

The point runs as hereunder:—

"Whether the action of the management of M/s. Delta Airlines in terminating the services of the workman namely Shri B. Sri Ram & Ors. (as per list enclosed) w.e.f. 20-6-1995 is legal, just and fair? If yes, the relief given to them such as compensation, gratuity etc. is sufficient or not. If not, to what relief the concerned workmen are entitled to and from which date."

The workman applicant have filed claim statement. In the statement of claim it is stated that they were employed in the office of Delta Airlines at Delhi. A list of workmen containing the date of joining and other detail is attached and marked as Annexure-I.

Sl. No.	Emp. No.	Name	Designation	Dt. of Hire
1	2	3	4	5
1.	524215	A.N. Gulati	Supervision	02-03-1970
2.	523754	L. Krishnan	Secretary	20-06-1970
3.	524835	K.R. Srinivaan	Supervision	09-07-1973
4.	523837	V. Sriram	Sr. R.S.V.N. Agent	03-10-1967
5.	524330	Geeta Malik	R.S.V.N. Agent	18-04-1974
6.	524570	G.J. Vijay Kumar	R.S.V.N. Agent	01-11-1978
7.	525015	Mark Shetty	R.S.V.N. Agent	27-07-1988
8.	516171	Terrance D. Souza	R.V. N. Agent	27-07-1988
9.	525336	Kapil Aggarwal	R.S.V.N. Agent	27-07-1988
10.	524231	V. Velloth	Supervision	01-05-1970
11.	524637	Ritu Singh	R.S.V.N. Agent	20-03-1984
12.	524273	Shashi Baniyal	Accountant	23-05-1968
13.	524794	Sangeeta Khullar	Account Clerk	25-06-1987
14.	524819	Geetika Khera	Clerk	18-01-1988
15.	524918	Anil Sharma	APT Courture Service	21-05-1989
16.	525172	Anil Rai Vig	APT Courture Service	21-05-1989
17.	525130	Surbhi Johi	APT Courture Service	18-06-1986
18.	525750	Anjum Chhina	Flight Attendant	04-01-1986
19.	526039	Lubna Hussain	Flight Attendant	06-01-1987
20.	524976	Ashok Maharashi	Clerk	06-01-1987
21.	525734	Anjula Chauhan	Flight Attendant	01-04-1986

1	2	3	4	5
22.	525619	Ritu Handa	Flight Attendant	01-04-1986
23.	525776	Nishta Kathpalia	Do	01-08-1991
24.	525990	Simret Soi	Do	01-04-1986
25.	525635	Sangeeta Sharma	Do	01-04-1986
26.	526055	Kalyani Ganesh	Do	01-05-1986
27.	526138	Mutul Sharma	Do	01-05-1986
28.	526112	Sandeep Khanna	Do	01-05-1986
29.	525974	Partika Raj	Do	10-03-1987
30.	526310	Sangeeta Sabharwal	Do	06-01-1989
31.	526352	Kusum Pathania	Do	06-01-1989
32.	526170	Rachna Stal	Do	02-01-1990
33.	526336	Monika Therja	Do	02-01-1990
34.	526378	Sushmita Sundaram	Do	07-01-1990
35.	526196	Parveen K. Sanra	Do	06-01-1989

The services of the workmen were terminated illegally and arbitrarily and compensation offered to them was also not in accordance with the terms and conditions of their service. The circumstances have given rise to the present industrial dispute which is narrated as under :

Delta Airlines is a US based Corporation with its headquarters at Atlanta, Georgia, USA. The company is engaged in air transportation business (both passengers and cargo) over a network extending to almost all countries

The network of its operations comprises of following type of activity :—

- Flying their own aeroplanes, with their own crews, (Cockpit and cabin crews) having their own offices in these locations, their own staff for carrying all activities associated with air transportation.
- The company operates, on code sharing basis, with other airlines. The partner companies and Delta has agreement on carrying of passengers and cargo on same ticket, sharing the infrastructure required for such operations.
- The code sharing arrangement covers a wide aspect of air transport business activities such as blocking of seats on each other flights on certain sectors, common maintenance (technical support) programmes, sharing of communication and reservations systems etc.

That in November, 1991 Delta Airlines Inc. purchased certain transatlantic routes and operating rights from Pan American World Airways Inc. under Asset Purchase Agreement. Apart from transfer of certain routes including routes from India, the agreement also provided that all the employees of Pan American World Airways should be taken over by the Delta Airlines on the same terms and conditions of service. Accordingly, the workmen became employees of Delta Airlines. A letter of appointment was issued to each workmen specifying terms and conditions of service. One such letter issued to one of the workman is attached and marked as Annexure-II. The letter of appointment makes it clear that terms and conditions of service prescribed by Pan American World Airways Inc. for their employees would be applicable to employees taken over by Delta Airlines.

The Civil Aviation Department of Government of India authorized Delta Airlines in November, 1991 to operate seven services per week from India *vide* letter dated 01-11-1991 issued to the Delta Airlines. A copy of the letter is attached and marked as Annexure-III. The operating permit granted by the Government does not specify the number of flights from Delhi and Bombay. The management had full discretion to decide how many flights are to be operated from Delhi and Bombay. The management decided to start 4 services from Bombay and 3 from Delhi.

That the management earned profits from its Indian operations from the inception. The performance of the Airlines world wide for 1985 was very good. The Chairman of the Airlines informed all the Delta personnel by a letter dated 27-07-1995 that the company earned best even operating and net profit of \$ 449 million and \$ 251 million. A copy of the letter is attached and marked as Annexure-IV.

That the management informed workmen in June, 1995 that Delhi operations have not proved commercially viable and therefore, they decided to close the Delhi office. A copy of the notice dated 20-06-1995 given to one of the workman is attached and marked as Annexure-V. The management also sent notices to the Government of India under Section 25F (C) and 25 FFA. The copies of the notices dated 21-06-1995 is attached and marked as Annexure-VI.

That it is the case of the workmen that reasons given by the management for retrenchment are vague. It is said that Delhi operations have not proved commercially viable. It has not been explained why the operations have not proved commercially viable. No facts and figures have been given by the management to show that operations have become unviable. The ipsedixit of the management cannot be accepted as true reasons for retrenchment the termination of services of workmen is illegal and arbitrary. In such a situation the workmen are entitled to reinstatement with all the consequential benefits.

The management promised in the communications sent to the Government that they would absorb all the workmen at Bombay or elsewhere. The management has not honoured their promise. No offer of employment at Bombay has been made by the management to any of the workman. This is another circumstance which entitles the workmen to reinstatement. No amount of compensation

has been paid along with the notice issued to the workmen. This is violative of Section 25 (F) and 25 FF of the ID Act, 1947.

The Delta Airlines wrote to the Director of Civil Aviation on 26-09-1995 informing the latter of their intention to shift all their operations to Bombay w.e.f. 01-12-1995. A copy of the letter is annexed as Annexure-VII. The approval of the Government of India was sought for operation of all the seven flights from Bombay. This implies that the Delta had not closed its business at Delhi but transferred its operations from Delhi to Bombay. Therefore, it cannot be said that the services of workmen employed at Delhi were no longer required by the management. The management ought to have transferred all the workmen to Bombay; only those workmen who were not willing to go to Bombay alone ought to have been retrenched. It is understood that the Government gave its approval for operating 7 flights a week from Bombay. Therefore, the management ought not to have resorted to retrenchment. In fact they appointed a General Sales Agency to run the Delhi and North India business immediately after the closure. This agency is a subsidiary of their partner Airlines Swissair and is still continuing to represent Delta in Delhi.

The workmen employed at Bombay and Delhi are controlled by the same employer, namely Delta Airlines Inc. The terms and conditions at both the places are the same. No distinction can be made between the employees at Bombay and Delhi. The company ought to have followed Section 25 G and 25 H of the ID Act. Since the provisions of the section have not been followed, retrenchment of workmen is bad and of no effect.

According to the company, they have closed their office at Delhi. If it is so, they ought to have applied for permission under section 25 (o) of the Act. The management has not obtained prior permission from the appropriate Government for closure of the Delhi office. The management ought to have applied for prior permission under section 25 (N) if there is no closure. This has also not been done. The failure of the management to obtain prior permission from the appropriate Government renders the retrenchment invalid. The workmen continue to be in service despite notice of retrenchment.

The management worked out a Final Severance Package dated 27-11-1995. A copy of the same is attached and marked as Annexure-VIII. The package provided for payment of 2 months base salary per year of completed service, gratuity etc. the workmen submitted a note dated 05-12-1995 containing their final demand. A copy of the note is attached and marked as Annexure-IX. The management gave the workmen the following option:—

- (a) the workmen may accept all the terms offered by the management and release the company from further legal obligations; or
- (b) the workmen may accept 45 days salary for each completed year of service without prejudice to their right to raise an industrial dispute.

The present workmen chose the second alternative

and raised an industrial dispute which has since been referred to this Hon'ble Tribunal for adjudication. The Tribunal has to decide the following issues :—

- (a) whether retrenchment is valid;
- (b) if yes, what is the fair amount of compensation payable to workmen.

It may be seen from what has been stated in the preceding paras that there was no closure of business of Delhi. On the other hand the business was shifted from Delhi to Bombay. The company continues to operate 7 flights a week from India as provided in the permit granted by the Government. The company ought to have transferred all the employees to Bombay. As the company has not closed its business in India, the workmen are entitled to reinstatement. As a matter of fact (which can be verified from Government of India, DGCA Office) that Delta did operate code share flights with Swissair and Australian Air Lines with Delta Flight Nos. and Delta tickets being sold on such flights Ex. Delhi. They could have very well retained or absorbed atleast 20 to 30 employees for such flight operations at city and Airport offices for handling Delta passengers.

If for any reason reinstatement is not feasible, the final severance package ought to be more generous than what it is to day several workmen are more than 45 years old and they cannot get any other job at this stage. If the dispute is viewed in this light, it would be apparent that demands raised by workmen in response to the final severance package are reasonable and acceptance of those demands by the management is the only way to settle the dispute to the satisfaction of both the parties.

The following demands raised by workmen are to be accepted for the following reasons :—

1. Severance pay: the company has offered two months pay whereas the workmen demanded 6 months gross salary for each completed year of service. Many workmen have not less than 10 years of service. Therefore, demand for payment of 6 months gross salary in lieu of reinstatement is a very reasonable one.
2. Gratuity: The management is ready to pay 20 months/base salary, the company has paid 25 months gross salary to management staff. There is no reason why the workmen should not also get maximum of 25 months of gross salary as gratuity.
3. Dearness Allowance: The terms and conditions of service of Delta employees are the same as that applicable to them when they were employees of Pan American. Accordingly Delta continued to pay the salary based on Pan American Policy of basic salary and Dearness Allowance based on cost of living index as circulated by the Punjab, Haryana and Delhi Chamber of Commerce and Industry till September, 1992. But from October, 1992 for reasons best known to Delta Basic Salary and

Dearness Allowance was merged unilaterally and company started paying salary without taking cost of living index into consideration. This has the effect of freezing salary at that level. The two months base salary offered by the management does not include Dearness allowance. The Dearness Allowance is an important component of wages payable to workmen as it is intended to protect basic salary against inflation. No Dearness Allowance was paid to workmen from October, 1992. The Management cannot deny to workmen the Dearness Allowance. The compensation is to be calculated with reference to basic pay and Dearness Allowance. The Dearness Allowance payable to workmen for the period from October, 1992 to December, 1995 is also to be included in the final severance package. The final compensation must be based on base salary with Dearness Allowance added to it. The workmen have protested against non-payment of Dearness Allowance several times. Which is corroborated by Delta Airlines letter dated 22-6-1993. A copy of the letter is attached and marked as Annexure-X. The management has not agreed to the demand of workmen. We are given to understand one of the employee has filed a recovery suit in Delhi High Court citing the Supreme Court decision reported in 1995 (6) SCC-157.

4. Jeevan Dhara: According to the terms and conditions of service, the management has to contribute half the amount to Jeevan Dhara. The management stopped its contribution w.e.f. 1-1-1995. As the retrenchment is *prime facie* illegal, the management is bound to continue its contribution till the maturity of the policy.

It is the case of the workmen that termination of their services is invalid and illegal, being violative of various provisions of the ID Act, 1947. The compensation offered is also not adequate.

The management has filed written statement. In the written statement it has been stated that the Delta commenced its air transport operations into India in the year 1991. However, as the operations into Delhi proved to be commercial unviable, Delta decided to shut down its Delhi operations, including the Delhi station/office with effect from 1st December, 1995. Hence, with effect from 1st December, 1995, Delta has effected a closure in compliance with the provisions of the ID Act, 1947.

In order to effect a valid and genuine closure, the procedure as set out in the Act was complied with. Section 25 FFA of the Act enjoins an employer who intends to close down an undertaking to serve 60 days, before the date on which the intended closure is to become effective, notice, in the prescribed form on the Appropriate

Government stating the reasons for the intended closure. Delta served the requisite notice vide letter dated 21-6-1995. A copy of the letter dated 21-06-1995 is annexed hereto as Annexure R-1.

The provisions with regard to compensation to be paid in cases of closure are set out in Section 25 FFF read with section 25 F of the Act. Under Section 25 FFF where an undertaking is closed for any reason whatsoever, every workman who has been in continuous service for not less than one year under an employer shall be entitled to notice and compensation in accordance with the provisions of Section 25 F, as if the workman has been retrenched. Section 25 F of the Act provides that no workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until, inter alia, the workman has been paid at the time of retrenchment, compensation which shall be equivalent to 15 days average pay for every completed year of continuous service.

That delta had offered the employees of its Delhi Office the option of either accepting payment of 45 days base pay per completed year of service and prorated portion thereof for completed months and days of service or a final severance package under which the employee receives compensation at the rate of two months base salary per completed year of service, provided the employee remained with Delta through his last scheduled day of work or left earlier with the express consent of Delta and the employee signs a full and final settlement and release letter.

It is thus clear that Delta has compensated the claimants generously and far in excess of the compensation provided for in the Act.

The options exercised by the employees of the Delhi office after the closure is tabulated hereunder for the sake of convenience

Total Employees (Including workmen and non-workmen)	-	119
Employees accepting 60 days Final Severance Package	-	65
Employees accepting 45 days package	-	38
Employees who resigned	-	16

Further as per the details given by the claimants themselves in an affidavit dated May 19, 1999 filed before the Hon'ble Delhi High Court in CWP 1563/1998, out of the total of 119 employees, 77 are already employed and 42 have accepted the compensation offered by Delta.

Thus, as of now, most of the employees are either gainfully employed and if not, having accepted the package offered by Delta stand generously compensated. Even the claimants themselves having accepted the 45 days package stand adequately compensated in view of the fact that the prescribed scale of compensation under the statute is far less.

That the present reference under section 10 (1) (d) and 10 (2A) of the Act is not maintainable at the very threshold for a number of reasons. Firstly Delta's decision

to close down its Delhi Station is bonafide and genuine. Secondly the fact that Delta has closed down its Delhi Station and its operations into Delhi with effect from 1st December, 1995 is an admitted and acknowledged fact. Thirdly Delta has complied with all the statutory requirements necessary for effecting a closure. Fourthly, the compensation offered by Delta and accepted by the claimants is far in excess of the compensation statutorily payable. Therefore, for these reasons alone the present claim is liable to be rejected.

The present reference relates to closure of the Delhi office of Delta which closure has been effected in accordance with provisions of the Act. The Supreme Court of India has held that once the fact of closure is admitted or established, any dispute with regard to closure falls outside the purview of the Act, as the definition of "industrial dispute" presupposes the continued and "industrial dispute". The Hon'ble Supreme Court has further emphasized that the use of expression "bonafide" does not refer to the reasons of closure but to the fact of closure. Thus, it is well settled that when there is a closure in fact, the same cannot be a subject matter of industrial adjudication. Therefore, the terms of reference and the resultant proceedings are without jurisdiction.

Since a case of closure does not give rise to an industrial dispute the very basis for invoking a reference under Section 10 (1) of the Act is non-existent. In other Words, where ex-facie there is no industrial dispute the reference under Section 10 (1) of the Act becomes invalid.

In any event the reasons for closure of an establishment falling under Chapter VA of the Act are not open to scrutiny by any forum. This is so because the decision whether to run or not to run a business, as well as the reasons for closing down the same is a business decision to be taken by the management and this is entirely within the prerogative of the employer. The right of the employer to take such a business decision cannot be interfered with, particularly when all the statutory formalities for the closure have been complied with. Therefore, the reasons for closure of Delta's Delhi office (to which Chapter VA of the act applies), are not germane to the issue, more so, when there is a closure in fact.

In the present case, Delta decided to close down its Delhi operations since the same did not prove to be commercially viable and pursuant to the said decision, Delta's Delhi office/station has been closed down. The said closure was bonafide and the decision to close was genuine. Delta has served the notice of closure to the appropriate government in the prescribed form and has also paid compensation to its employees far in excess of the statutory compensation. Therefore, what is referred is not an industrial dispute and hence, the present reference is prima facie invalid, without jurisdiction and hence liable to be rejected.

The terms of reference do not call upon the Tribunal to decide whether the closure of Delta's Delhi Station/office has been effected or not, thus acknowledging the fact that closure has been effected. This only fortifies

Delta's submission that what has been referred to the Tribunal is not an industrial dispute since the sine qua non of an industrial dispute is the continued existence of the industrial establishment.

It is further submitted that the claimants have not specified on whose behalf the present statement of claim had been filed. It is a well settled principle that a statement of claim has to be signed by the claimant himself. In the present case the statement of claim has been signed by a third party and not by any of the claimants. Hence, the statement of claim is liable to be rejected on this ground alone.

Assuming without admitting that a third party can sign the statement of claim, there is no legal and valid authorization/delegation in favour of Mr. M. A. Krishnamurthy to sign the statement of claim on behalf of the alleged claimants. It is submitted that this objection goes to the root of the matter. The statement of claim is liable to be dismissed on this ground also.

Besides, the present claim does not specify the number of persons who are claimants in these proceedings. The claim also fails to distinguish between workmen and non-workmen. Therefore, there exists an ambiguity as regards the number of claimants in the present proceedings and also whether they are workmen under the Act. The claim is therefore, liable to be rejected. Besides most of the persons listed in Annexure I to the claim are gainfully employed elsewhere.

Without prejudice to the above it is submitted that the terms of reference dated 21-10-1996 have been made without application of mind and in a mechanical manner. Being a case of closure of an industrial establishment, the government could have only considered the same and referred the same if it was an industrial dispute. Thus, the reference and the resultant proceedings are without jurisdiction and liable to be set aside.

The terms of reference made by Shri Shyam Sunder Gupta, Additional Secretary, Labour Department, Government of India is wholly without jurisdiction. There is no legal and valid delegation and authority in favour of Shri Gupta to make the present terms of reference and hence, the reference is liable to be set aside.

There is no legal and valid espousal in the present case and there being no industrial dispute the claim is liable to be rejected.

The claimants have not specified on whose behalf the present statement of claim has been filed. The claimants ought to specify the persons for whom the statement of claim has been filed, in absence of which the statement of claim is liable to be rejected. It is further submitted that no statement of claim can be filed for the employees who are not workmen as defined under the provision of the Act.

Annexure-I to the statement of claim the names of 35 persons who are stated to be the claimants without stating whether these 35 persons are workmen. It is denied that the termination of service of the claimants is illegal or arbitrary or that the compensation paid to them on closure

of the Delta Office is not in accordance with their terms and conditions of service. On the other hand, the compensation offered and accepted by a majority of claimants is more than what they are entitled to in law. It may be added that a majority of the employees have already settled their case fully and finally. A large number of persons were not parties to the conciliation and they are not claimants in the present case. Besides, all the persons listed in Annexure-I to the claim are not workmen. It is submitted that the list of workmen attached as Annexure-I to the claim includes persons who were employed either in managerial or administrative capacity drawing a salary of more than Rs. 1600 per month. Section 2 (s) of the Act specifically excludes persons employed either in managerial or administrative capacity drawing a salary of more than Rs. 1600 per month from the category of workmen. Therefore, those persons employed either in managerial or administrative capacity drawing a salary of more than Rs. 1600 per month are not competent to be parties to an industrial dispute as an industrial dispute is a dispute between employers or between employer and workmen or between workmen as set out under section 2(k) of the Act. Accordingly the claim of those employees not falling within the definition of workman should be struck off and their names should be deleted from the array of parties/claimants.

It may be added that a notice of closure was given to the Government on June, 21 1995 by Delta. However, it is clarified that only those employees who are workmen within the definition set out in Section 2(s) of the Act are required to be covered by the Act. It is well settled that the Act applies by its own force.

It is submitted that the facts as stated therein are incorrect and hence denied. Delta purchased certain assets of Pan American World Airways Inc. (Pan Am) pursuant to an asset purchase agreement. Under the said agreement Delta has not undertaken any liability or obligation of Pan Am except the liabilities and obligations specifically undertaken in this agreement. Instead, as admitted by the claimants fresh appointment letters were issued to those employees considered eligible for appointment by Delta at its sole discretion. All employees considered for fresh appointment by Delta were required to resign from Pan Am's employment prior to accepting employment with Delta and only upon fulfillment on this condition was a fresh appointment letter issued by Delta. In the said appointment letter, Delta agreed that all "terms and conditions" of employment will be the same as those with Pan Am, except to the extent specifically provided therein. In other words, the employees joined Delta Airlines as fresh employees on the terms stated in their fresh letter of appointment.

The commercial viability of the Delhi operation was evaluated in the context of Delta's worldwide business and to that extent Delta's Delhi operations proved commercially unviable. It is clarified that Delhi Office did not make a profit and in fact it was commercially unviable to operate the same and under the circumstances, the management was constrained to close the Delhi Office, which was done with effect from 01-12-1995 in compliance

with applicable statutory provisions.

The management found that the Delhi operations are not proving commercially viable and accordingly the same was closed. The action of the management is legal, valid and justified. It is a closure in fact.

Pursuant to the decision to close Delhi office, the erstwhile employees of Delta were given a notice of closure dated June 20, 1995 hence, the employees were not retrenched as stated, but their services were terminated as a result of the closure and compensation was paid to them as if they had been retrenched. It is incorrect to state that the reasons given by the management for the alleged retrenchment are vague. It is denied that there is no reason for closure as alleged. In any event, it is well settled that it is the right of the employer to run a particular business or not. The important point in the present case is that there has been a closure in fact.

It is also denied that the claimants are entitled to reinstatement for the reasons as stated or otherwise. It is also totally incorrect that compensation was not paid along with the notice of termination of service. Compensation was paid in accordance with the provisions of the act at the time of termination of service of employees and the compensation was much more than that prescribed by the Act.

It is submitted that Delta had obtained a permit to operate a total of 7 flights from India. A transfer of the flight services from Delhi to Bombay was sought for the reason that the Delhi operations ceased to be commercially viable. As a result of the transfer of flight services there was no longer any need to continue with the Delhi Office/Station. Hence, the same was closed with effect from 1st December, 1995 and flights to Delhi were also cancelled. Public announcements were also made by Delta to announce additional flights to Bombay and discontinuance of further flights to Delhi. It was specifically pointed out in the public announcements that Delta will discontinue its three weekly flights from Delhi. The last flight from Delhi will operate on November 30 (1995). Delta craves leave to produce, refer to and rely upon these public announcements at the time of the hearing. The Delhi and Bombay stations of Delta were always separate and distinct entities maintaining separate accounts, balance sheets, recruitment and promotion procedures and separate seniority lists. Hence, the issue of transfer of workmen of erstwhile Delhi Station to Bombay was out of the question.

Furthermore the appointment of General Sales Agents by Delta does not amount to Delta continuing its business in Delhi. In fact, General Sales Agents are independent contractors and are appointed at many places where Delta does not have an office merely to assist or attend to potential customers. Hence, the presence of General Sales Agents cannot be construed as continuation of business of Delta in Delhi. The further statement that his agency is a subsidiary of their partner Airline Swiss Air is inaccurate and in any event irrelevant.

There is no violation of any of the provision of the Act much less section 25 G and 25 H of the said Act. This is a case of closure of Delhi office. The office has never been reopened in Delhi subsequent to the closure. It is reiterated that the Delhi and Bombay stations of Delta were always separate and distinct entities maintaining separate accounts, balance sheets, recruitment and promotion procedures and separate seniority lists. Therefore, the employees of these two stations could not be transferred interchangeably. Further there is no question of applicability of section 25 G and 25 H of the Act to the present case since the applicability of these sections arise only when workmen are retrenched and not in a case of closure. Consequent to the closure, the entire Delhi Station which was independent of the Bombay station was closed down and therefore, there was no question of applying the rule of last come first go.

The provision of section 25 O of the Act are not applicable to the present case as Delta is not covered by Chapter VB of the Act since at the time of closure Delta had less than 100 workmen in its employment. Delta is therefore an industrial establishment for the purpose of chapter VB. Consequently no prior government approval is required for closure. The closure of Delta's Delhi Station is governed by the provisions of section 25 FFA and Delta has complied with the requirements of this section. Hence, the closure is bonafide, valid and strictly in compliance with applicable provisions of the Act.

The contents of this paragraph are a matter of record. However, it is denied that the issues as suggested in the paragraph are required to be framed in the present case. This is a case of closure of Delhi office and not of retrenchment. It is submitted that the closure and termination of services of the employees due to closure of Delhi office are legal, valid and justified.

It is further submitted that the fact that Delta entered into code-sharing arrangement is evidence of the fact that it does not operate its own flights to or from Delhi, consequent to the closure of the Delhi office and discontinuance of its flight operations in and out of Delhi. While it is true that Delta initially had code-sharing arrangements with Swiss Air and Austrian Air, the code-sharing arrangement with Swiss Air ended on 5th August, 2000 and the arrangement with Austrian Air ended on 26th March, 2000. It is however pertinent to point out that code-sharing is nothing but a ticketing arrangement with a view to avoiding inconvenience to passengers. Under such an agreement, Swiss Air or Austrian Air, as the case may be, permits Delta to place its code on their flight into Delhi so that Delta can issue a ticket from a location in the US all the way to Delhi. This is essentially a cooperative marketing tool that assists in making a passengers travel more seamless, even though the passenger still has to change flights at some point from a Delta flight to a connecting flight. Other than the marketing/ticketing competent, there is no further involvement of Delta. Delta does not have an identified block of seats to sell as its own on the Swiss or Austrian flights as the case may be and Delta does not

share any of the revenues generated from the Swiss or Austrian segment of the travel to Delhi. The code sharing arrangement does not entail a presence of Delta in Delhi either in the form of personnel, facilities, offices or otherwise. In fact, code sharing arrangements need to be worked out precisely for the reason that Delta does not operate any flights to or from Delhi.

It is submitted that under the circumstances, the Act prescribes compensation at the rate of 15 days average pay for every completed year of continuous service for the workmen who have to be paid retrenchment compensation. However, under the Final Severance Package, Delta gave compensation at the rate of two month base salary per completed months and days of service, provided the employee remained with Delta through his last day of work or left earlier with the express consent of Delta. This compensation offered by Delta is generous and far exceed the compensation prescribed under the statute.

That the demands raised by the claimants is highly exaggerated, arbitrary and unfounded. Delta has been and is still willing to pay any of the claimants who have accepted the 45 days package the more than generous Final Severance Package. The alleged claim of severance pay, gratuity, dearness allowance and Jeevan Dhara is also misconceived and denied. Upon closure of an undertaking the Act only provides for compensation of an amount equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of six months for every workman who has been in continuous service for not less than one year in that undertaking immediately before such closure. The claim for 6 months base pay as compensation is highly exaggerated. Even the gratuity payable to an employee, where applicable, is at the rate of 15 days wages for every completed year of continuous service or any part thereof in excess of six months for every workman who has been in continuous service for not less than one year in that undertaking immediately before such closure. The claim for 6 months base pay as compensation is highly exaggerated. Even the gratuity payable to an employee, where applicable, is at the rate of 15 days wages for every completed year of service or part thereof in excess of six months. The claim for 25 months gross salary as gratuity is therefore totally unfounded and is unsustainable. The relief of reinstatement and back wages is impossible as the Delhi office has been closed and there is no possibility to transfer the erstwhile employees to the Mumbai office. In any event, the claims for reinstatement in addition to severance pay and gratuity are misconceived and denied. Further more; most of the claimants are already gainfully employed. However, details about the status of employment have not been placed on record by the claimants who are hereby called upon to file the details of employment of the claimants. The claimants have made a vague allegation about the case in the Hon'ble High Court which is untenable and denied.

The workman applicants have filed rejoinder. In their rejoinder they have reiterated the averments of his claim statement and have denied most of the paras of the written

statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workman that M/s Delta Airlines Inc. is a US based corporation with its headquarters at Atlanta, Georgia, USA. The company is engaged in air transportation business (both passengers and cargo) over a network extending to almost all countries.

It was submitted that in November, 1991 M/s. Delta Airlines Inc. purchased certain transatlantic routes and operating rights from Pan American World Airways Inc. under Asset Purchase Agreement. Apart from transfer of certain routes including routes from India, the agreement also provided that all the employees of Pan American World Airways should be taken over by M/s Delta Airlines Inc. on the same terms and conditions of service. Accordingly, the workmen became employees of M/s Delta Airlines Inc. Letters of appointment were issued to workmen specifying terms and conditions of service. One such letter issued to one of the workmen is Ex. WW1/2. The letter of appointment makes it clear that terms and conditions of service prescribed by Pan American World Airways Inc. for their employees would be applicable to employees taken over by M/s. Delta Airlines Inc.

That the management earned profits from its Indian operations from the inception. The performance of the Airlines world wide for 1995 was very good. The Chairman of the Airlines informed all Delta personnel by a letter dated 27-7-1995 that the company earned best even operating and net profit of \$449 million and \$251 million.

If was submitted that the management informed workmen in June, 1995 that Delhi operations have proved commercially viable and therefore they decided to close the Delhi office.

It was submitted that reasons given by the management for retrenchment are vague. It is said that Delhi operations have not proven commercially viable. It has not been explained why the operations have not proved commercially viable. No facts and figures have been given by the management to show that operations have become unviable. The management by way of manipulation and with ulterior motives has attempted to show that it was not commercially viable, which is absolutely incorrect. In fact the management wanted merely to get rid of its employees for the reasons best known to them. The ipse dixit of the management cannot be accepted as true reasons for retrenchment.

It was further submitted from the side of the workman applicant that the management promised in the communication sent to the Government that they would absorb all the workmen at Bombay or elsewhere. The management has not honoured its promise. No offer of employment at Bombay has been made by the management to any of the workmen. This is another circumstance which entitles workmen to reinstatement. No amount of

compensation has been paid along with the notice issued to the workmen. This is violative of Sections 25 F and 25 FF of the ID Act, 1947. The management after terminating the services of the workmen at Delhi appointed new employees at Bombay, which is illegal.

It was further submitted that the Delta Airlines wrote to the Director of Civil Aviation of 26-9-1995 informing the letter of their intention to shift all their operations to Bombay w.e.f. 01-12-1995. A copy of the letter is Ex. WW 1/6. The approval of the Government of India was sought for operation of all seven flights from Bombay. This implies that the Delta had not closed its business at Delhi but transferred its operations from Delhi to Bombay. Therefore, it cannot be said that the services of the workmen employed at Delhi were no longer required by the management. The management ought to have transferred all the workmen to Bombay. Only those workmen who were not willing to go to Bombay alone ought to have been retrenched. It is understood that the Government gave its approval for operating 7 flights a week from Bombay. Therefore, the management ought not to have resorted to retrenchment. In fact they appointed a General Sales Agency to run the Delhi and North India business immediately after the closure.

It was further submitted that the workmen employed at Bombay and Delhi are controlled by the same employer, namely Delta Airlines Inc. The terms and conditions at both the places are the same. No distinction can be made between the employees at Bombay and Delhi. The company ought to have followed Section 25 G and 25 H of the ID Act, 1947. Since the provisions of these sections have not been followed, retrenchment of the workmen is bad and of no effect. After the termination of their services many new employees were inducted.

They ought to have applied for permission under Section 25 (O) of the Act. The management has not obtained prior permission from the appropriate Government for closure of the Delhi office. The management ought to have applied for prior permission under section 25 (N) if there is no closure.

It was further submitted that the management worked out a final severance package dated 27-11-1995. A copy is attached as Ex. WW 1/13. The package provided for payment of 2 months base salary per year of completed service gratuity etc. The workmen submitted a notice dated 5-12-1995 containing their final demands. A copy of the note is attached as Ex. WW 1/14. The management did not accept the final demands. However, the management gave the workmen the following option :

- a. the workmen may accept all the terms offered by the management and release the company from further legal obligations;

- b. the workmen may accept 45 days salary for each completed year of service without prejudice to their right to raise an industrial dispute.

It was further submitted that the present workmen chose the second alternative and raised an industrial dispute which was since been referred to this Hon'ble Tribunal for adjudication. That if for any reason reinstatement is not feasible; the final severance package ought to be more generous than what it is today. Several workmen are more than 45 years old and they cannot get any other job at this stage. If the dispute is viewed in this light, it would be apparent that demands raised by the workmen in response to the final severance package are reasonable and acceptance of those demands by the management is the only way to settle the dispute to the satisfaction of both the parties. The management even offered more generous packages to its other employees who voluntarily left their services at Bombay.

The case of the workmen is that they have been initially employed by PAN Amercian World Airways. Delta Airlines Inc. acquired PAN Amercian routes from India to USA and in anticipation of the transfer Delta has offered employment to PAN Amercian employee No. 266-070. Letters B-38 and B-39 have been filed on records to establish the fact that all the employees were previously the employees of PAN American World Airways. After purchase of PAN Amercian routes from India to USA by Delta Airlines Inc. they were absorbed on the terms and conditions of their previous employment in 1991.

B-40 is Operating Permit of Government of India, Civil Aviation Department. In view of the terms of Article 3 of the Air Transport agreement between India and USA, Delta Airlines Inc. was authorized to operate air services on the route specified for USA. Designated Airlines in the said agreement at a frequency of 7 services per week with B-747 or lesser capacity aircraft.

It was submitted from the side of the workmen that the Delta Airlines Inc. after purchase of assets of PAN American World Airways absorbed all the employees of PAN Amercian World Airways and issued letters of appointment mentioning therein that the date of employment with PAN Amercian will be retained for the purpose of calculating seniority with Delta Airlines.

It transpires from perusal of the letter dated 27-7-1995 to all Delta Personnel by Chairman, President and CEO for the fiscal year 1995 results that the employees put behind financial loss of recent years beyond them by their hard work and commitment and a break through has started. It has been mentioned therein that Delta has made a net profit of 5449 million \$ and 251 million \$ and there is improvement in the operating income for the fiscal year and the loss of 447 million \$ has been reduced to 1.1 billion \$.

It further transpires from perusal of the records that the management informed the employees in June, 1995 that Delhi Airlines have not proved commercially viable and therefore, they decided to close the Delhi office.

It was submitted that the statement of reasons for the closure of Delhi office are quite vague. Delta Airlines has earned huge profits and the previous losses have been reduced to 1.1 Billion \$. There cannot be any question of commercial unviability in operating the flights from Delhi and closing the Delhi office. No statement of accounts has been furnished by the respondents to establish the fact that the operations from Delhi proved commercially unviable.

It was submitted that the closure of Delhi office is arbitrary and illegal and this device has been resorted to mala fide by the management to get rid of the workmen of PAN American World Airways. After closure of the Delhi office the management appointed General Sales Agents to run Delhi to North India business immediately after closure. The agency is a subsidiary of their partner airlines Swiss Airlines who is still continuing to represent Delta. Delta was operating 7 flights previously and it continued to do so. It cannot be said that the respondents have incurred any loss and so they took the decision of closure of Delta office at Delhi. In their letter dated 26-6-1995 they have informed the Government to shift all their operations to Bombay w.e.f. 1-12-1995. This implies that Delta had not closed its business at Delhi but transferred its operations from Delhi to Bombay. From the list of the workmen it appears that they have been serving PAN American World Airways since 1967 and onwards and at the time of retrenchment most of the workmen were on the verge of superannuation. They have worked from 10 to 28/29 years.

The respondents provided severance package of two months salary per year of completed service gratuity etc. Some of the workmen accepted the same but the present workmen accepted 45 days salary for each completed year of service without prejudice to their right to raise an Industrial Dispute. The workmen demanded six months gross salary for each completed years of service. The respondents did not agree to the demand of the workmen. The workmen accepted 45 days base pay and retained their right to raise an Industrial Dispute. They have raised this dispute.

The case of the management is that the workmen have been paid compensation generously more than statutorily provided. The claimants stand adequately and generously compensated.

It was further submitted by the respondents that in case the fact of closure is admitted or established the dispute with regard to closure falls outside the purview of the act. The use of expression bona fide does not refer to the reasons of closure but to the fact of closure in case there is closure in fact. The same cannot be a subject matter of industrial adjudication. The reference and the resultant are without jurisdiction.

My attention was drawn to 1968 (3) SCR 130—Piprise Sugar Mills case, 1979 (3) SCR 703, AIR 1995 SC 1163, 1994 (3) SCR 703. It is of course true that in case closure is established and there is closure in fact industrial dispute cannot be raised. In the instant case there is no closure. The Government has been informed that the respondents intended to shift their operations from Delhi to Bombay. So there is shifting of business. The shifting of operations cannot be taken to be closure of the business.

It was submitted from the side of the workmen that Delta is still operating its business through General Sales Agency. The General Sales Agencies are performing the duties which the workmen performed prior to their illegal retrenchment. The respondents have really shifted their Delhi based flights to Bombay. There is no curtailment of number of flights. The employees at Delhi office are more than 100 and permission from the competent Government has not been obtained.

It was further submitted that there is no closure at all. There is only shifting of Delhi office to Bombay and General Sales Agencies have been employed for carrying the business from Delhi. The business place has been shifted to deprive the workmen of the benefits of permanent service.

It is not necessary to effect the closure of business to close down all the branches of its business. There can be genuine closure of a unit. It did not amount to closure of the business. My attention was drawn to 1987 (2) SCR 417. It is true that a unit which has become sick can be closed down despite the fact that all the units are governed and supervised by the same management. In the instant case the present workmen were working in Delhi office and they were the employees of PAN American World Airways. After purchase of the assets of PAN American World Airways the employees were absorbed on the seniority of PAN American. The respondents with mala fide intention in the grab of closing Delhi office transferred operation of all the flights to Bombay and retrenched the workmen who have been serving PAN American World Airways right from 1967 onwards. Most of the employees have reached the age of superannuation and they have become too old to get any other gainful employment.

The respondents have illegally closed Delhi office under the garb of shifting of the business from Delhi to Bombay. The two units are not separate as they are governed by a set of the same governing body. They are not the production unit which can be said to be separate unit. The same work was discharged from Bombay office as well as from Delhi office. The intentions of the respondent do not appear to be bona fide as they would have followed the principles of "First Come Last Go". They have shifted the employees to their Bombay Hd. Office. They have not followed the procedure as laid down in 25G and H of the ID Act, 1947.

The management witness has admitted that there were fresh appointments after shifting of the office from Delhi to Bombay.

The management witness has further admitted that at present 14 flights are operating and many fresh appointments have been made but no offer has been given to absorb these retrenched employees.

There is tendency in the industrial units to get rid of the old, higher salaried employees and to substitute them by fresher and lesser paid employees. Such tendencies are bereft of human relations. There is absolutely industrial relationship in getting rid of old and higher salaried employees and taking fresh ones in their place.

All the workmen have become too old to get any fresh job. Business of the management has grown further. Old is no longer gold. So the old employees are discarded and new ones are taken. It has become the trend of undertaking. It has been admitted in written statement that Delta has been and is still willing to pay any of the claimants who have accepted 45 days package more than generous final severance package but the claimants demands are highly exaggerated arbitrary and unfounded. Payments have been made to them more generously than provided in 25 F(b).

It is held that there has been shifting of operations of the flights from Delhi to Bombay. That business is still run by engaging GSA. So there is no real closure in the eye of law.

However, there is no feasibility of reinstatement as the employees have attained the age of superannuation and some have become superannuated. The respondents have violated the provisions of Section 25 (O) and 25 FF (A). No permission has been sought prior to closure and there has not been closure infact. So the law cited by the respondents are not applicable in the facts and circumstances of the present case.

The retrenchment of the workmen is illegal as there has been no closure infact and proper procedure for payment for retrenchment compensation has not been followed. The Tribunal is empowered U/s 11 A of the ID Act, 1947 to reinstate the workmen in case discharge or dismissal is illegal and inoperative. There is no feasibility of reinstatement as some of the workmen have attained the age of superannuation and some are superannuated and some are gainfully employed.

The workmen are found entitled to compensation of 3 months wages last drawn for each completed year of service in view of illegal retrenchment.

Wages has been defined in 2(rr) of the ID Act, 1947. It includes all remuneration capable of being expressed in terms of money payable to the workman in respect of his employment and Dearness Allowance. Wages in the instant case shall be deemed to include DA plus (+) basic pay.

It was submitted from the side of the management that as per statutory provisions in case of closure and retrenchment 15 days wages for each completed years of service are to be given. The workmen have been given 45 days basic pay for each completed year, so they have been paid far in excess of the statutory provisions. There appears to be no merit in the contention of the management. The chart annexed with the records of the workmen shows that some of them have been engaged from 1967, 70 and 75 onwards, so they have rendered dedicated service for 12 to 29 years. They have been retrenched under the garb of closure of Delhi office with malafide motive to deprive them of the benefits of superannuation and permanency of service.

It has been held that there is no closure infact. The respondents have created GSA for the services rendered by the workmen. Retrenchment is intended for removal of the surpluses. GSA is still carrying out the business of the respondents, so there is no closure of Delhi office in the real sense of the term. There is only shifting of the operations and the workmen should have accommodated in the Bombay office. The respondents have illegally effected retrenchment so that they could recruit freshers on a lower salary at the place of higher salaried workmen. Such devices are colourable exercise of powers. In such circumstances retrenchment of the workmen is not valid and legal. In case of illegal retrenchment there is no cessation of service of the workmen. They are continued in service in the eye of law as retrenchment has not been validly effected. Reinstatement is not feasible as mentioned above. The other remedy is compensation for the services rendered. This compensation is at the place of reinstatement with full back wages. This is not statutory compensation. Compensation is awarded U/s 11 A of the ID Act as reinstatement is not possible. The management will work out the average of 12 months salary last drawn and pay three months wages for each year of completed service.

The reference is replied thus :—

The action of the management of M/s. Delta Airlines in terminating the services of the workman namely Shri B. Sri Ram and Ors. (as per list enclosed) w.e.f. 20-6-1995 is neither legal not just nor fair. The relief given to them such as compensation, gratuity etc. are not sufficient. All the workmen who have accepted 45 days severance package are entitled to get 3 months wages calculated at the rate of average last year monthly salary drawn for each completed year of service. The management is directed to make payment of entire compensation calculated @ average 3 months wages last drawn for each completed year of service minus (-) the retrenchment compensation already paid, within two months from the date of the publication of the award. In case of default an interest of 6% per annum will run on the entire amount of compensation due.

Award is given accordingly.

Dated 10-1-2007

R. N. RAI, Presiding Officer

नई दिल्ली, 23 जनवरी, 2007

का.आ. 517.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. मोदीलुफ्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली-II के पंचाट (संदर्भ संख्या 118/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-1-2007 को प्राप्त हुआ था।

[सं. एल-11012/54/2003-आई आर (सी-I)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 23rd January, 2007

S.O. 517.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No 118/2004) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi-II, now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. Modiluft and their workmen, which was received by the Central Government on 18-1-2007.

[No. L-11012/54/2003-IR (C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM- LABOUR COURT-II, NEW DELHI

Presiding Officer : R. N. Rai. I. D. No. 118/2004

PRESENT	Sh. Som Nath	-1st Party
	Sh. Sanjay Sharma	-2nd Party

In the matter of:—

Shri Anil Kumar (T. G.),
C/o. Som Nath Nayak,
Ch. No. X-40, Civil Wing,
Tis Hazri Courts,
Delhi-110 054

Versus

1. M/s. Modiluft,
Regd. Office Mezzanine Floor,
Hemkunt Tower, 98, Nehru Place,
New Delhi-110 019.
2. M/s. Royal Airways,
Cargo Complex, I. G. Airport,
Terminal No. 1, Palam,
New Delhi.

AWARD

The Ministry of Labour by its letter No. L-11012/54/2003-IR (C-I) Central Government Dt. 2/6-07-2004 has referred the following point for adjudication.

The point runs as here under :—

1. "Whether the removal of Shri Anil Kumar from his services w.e.f. 04-07-1997 by M/s. Modiluft (Present name M/s. Royal Airways Limited) is just and legal ?"

2. "Whether at the time of retrenchment non payment of his dues from January, 1997 to 7th April, 1997 non service of notice under section 25 F of the ID Act, non payment of notice pay and compensation is just and legal ?"

3. "Whether the workmen is entitled to reinstatement under section 25 H of the ID Act and what directions are necessary in this respect."

The workman applicant has filed claim statement. In the statement of claim it has been stated that the workman was appointed as an Office Assistant by Respondent No. 1 vide appointment letter dated 23-02-1994, On the basic salary of Rs. 1500 and other perks, allowances and benefits as per the rules of the company as per details mentioned in Annexure-1 to the said appointment letter i.e. Rs. 1500 as basic salary, Rs. 450/- as HRA, Rs. 300 as Conveyance, totaling Rs. 2250/- per month.

That thereafter vide letter dated 27th November, 1995 the emoluments of the workman were revised w.e.f. 1st April, 1995 to Rs. 2530 per month.

That keeping in view hard work, honest and diligent work of the workman, the workman was promoted to the post of Assistant (Administration) vide letter dated 15-2-1996 on the salary of Rs. 3160 per month.

That the workman worked with the aforesaid company i.e. the Respondent No. 1 till 5th April, 1997 and on 7th April, 1997 (6th being Sunday) when the workman went to join his duty he was not allowed to perform his duty telling that his services have been terminated and whenever his services will be required the workman will be called for the same. The last drawn salary of the workman was Rs. 3160 per month. His services were terminated illegally. Even his dues from September, 1996 thereafter are not paid to the workman. The workman was not allowed to join his duties inspite of his repeated requests in this respect.

That I was paid remuneration only up to September, 1996 and thereafter, I was not even paid my salary inspite of my repeated visits to the management's office nor was I allowed to join my duty. However, on my repeated demands my salary dues for the period up to December, 1996 was cleared and paid to me on 3-4-1997 and I was asked that the remaining salary for the period from January, 1997 to the date of illegal termination will be paid within one month, but the management did not fulfill my demand and put off the matter on one pretext or the other.

That thereafter vide letter dated October, 14, 1998 the respondent informed the workman that Modiluft Limited is likely to re-launch operations very soon under the name of Royal Airways and further that a policy decision has been taken to make a first offer of employment to the former employees of Modiluft Limited and for this purpose the bio-data was invited from the workmen to show his willingness and further sent a clearance certificate proforma that the workmen has no claim against the company in respect of any statutory dues relating to Provident Fund, ESI, TDS etc.

That vide letter dated 17-11-1998 the workmen informed the management/respondent that he has the

pleasure in offering his services to the esteemed Royal Airways i.e. the Respondent No. 2 which was the New Organization of the Respondent No. 1 and also sent his bio-data along with his said letter of willingness.

That the workmen also gone through his publication made in the Newspaper dated March 5, 2000 under the heading "Modilut to re-launch operations" wherein it has been stated that Modilut Limited has received the renewal of the no objection certificate from the Ministry of Civil Aviation to operate scheduled air transport services in the domestic sector and the company is at set to re-launch domestic air operations from June, 2000 and that the company has also received permission to import Boeing 737-400 aircraft for the domestic services.

That thereafter the workmen has not received any intimation from the office of the respondent and as such he personally visited office of the respondent on various dates Lastly on 7th November, 2002 but the workmen was told to keep on waiting for a period of 5/6 months and come again thereafter and only then his case will be considered.

That since the illegal termination, the workmen is unemployed. That the services of the workmen have been terminated illegariy, arbitrarily and unjustifiably by Respondent No. 1.

That the refusal and/or not allowing to work on duty by the respondent tantamount to retrenchment as per section 2 (oo) of the ID Act, 1947. The summarily termination of services without following the requisite provisions of section 2 (oo), 25 F, G & H of the ID Act, 1947 is absolutely illegal, unjustified.

That the respondent has not followed the principles of natural justice and has terminated the services of the applicant arbitrarily in exercise of powers colourably.

That the management/respondent No. 1 has failed to comply with the pre-requisite of retrenchment, hence the termination from services is absolutely illegal and unjustified.

That the respondent has neither issued any charge sheet nor held any inquiry against the workmen, hence the summarily discharge from his services tantamount to termination illegal and unjustified. In the absence of any letter of termination, the workmen is deemed to have been in the employment of the respondent and the workmen is entitled to receive full arrears of salary with all other benefits and continuity of service including his arrears of salary as stated above.

That the respondents have been not followed the principle of "Last come First go" as provided under the ID Act and thus the termination from the services tantamount to illegal.

That the workmen is entitled to reinstatement of service with continuity of service with full back wages. That the workman during the tenaure of his services was never charge sheeted and the management has failed to spell out any reason and much-less any reason for terminating the services of the workmen.

That the management while terminating the services of the workmen did not comply with the mandatory

provisions of section 25 F of the ID Act, 1947. That the action of the management is malafide and comes within the ambit of unfair labour practice. That as stated above the workman is unemployed and has not been able to find any job.

That a notice dated 18-11-2002 was sent to the management under Regd. AD Cover, but the management/respondents have failed to comply with the same. That the workmen is entitled to reinstatement of service with continuity of services with full back wages.

The management/respondent has filed written statement. In the written statement it has been stated that the statement of claim is not maintainable in as much as the workmen himself abandoned the services of the management in the year 1997 and thereafter never joined the services of the management. It is submitted that the management has learned that the workmen after voluntarily abandoning the services of the management started gainful employment somewhere else.

That without admitting anything stated in the statement of claim, it is submitted that the claim of the workman is barred by laches in as much as, admittedly, the workman ceased to be in employment in April, 1997 but the claim was raised by him before the Conciliation Officer in the month of December, 2000 i.e. more than three years after cessation of employment. The claim is, therefore, liable to be rejected on this ground alone as the same is barred by laches.

It is further denied that the terms of reference pertains to determination of fairness of legality of the termination of the workman. It is also denied that the workman is entitled to any relief as alleged or at all. It is submitted that the workman was not terminated by the management but he abandoned his employment in the month of April, 1997 and never reported for duty thereafter.

It is specifically denied that in view of the hard work, honest and diligent work, the workman was promoted; the fact of the matter is that the rise in the salary was due to normal increments. It is further wrong and denied except that the workman abandoned the services of the management from April 7, 1997 onwards. It is also denied that the workman ever approached the management or ever reported for duty or was told that certain payments will be made, as claimed. It is denied that the workman was not paid his dues from September, 1996 onwards. It is submitted that the workman should be put to strict proof of his allegations. It is wrong and vehemently denied that the services of the workman were illegally terminated, as alleged. In fact, it was the workman who himself abandoned his duties with effect from April, 1997.

It is submitted that the workman is misleading this Hon'ble Court by making contradictory averments in his statement of claim. The workman has averred in the para under reply that he was not paid any salary after September, 1996 and in the following lines of the same para has averred that his salary up to December, 1996 was cleared on 03-4-1997. It is submitted that the entire allegations levelled against the management in the para under reply is a concocted story and the workman should

be put to strict proof thereof. It is denied that the workman ever approached the management or ever reported for duty on or after April 7, 1997 or was told that the alleged payments will be made. It is wrong and denied the services of the workman were terminated. It was the workman who himself abandoned his duties with effect from April, 1997.

It is submitted that the letter of October 14, 1998 was issued to the workman in normal course as the same was issued to all the earlier employees of the previous management as at that point of time the management was anticipating restart of the operations and though not obliged to do so, it was a gesture on the part of the management to send a letter to all such earlier employees including the workman to give them an opportunity to be part of such re-launch operations. Even as per the said letter the workman was asked to submit bio-data for fresh employment and was required to signify his willingness to be considered for the job.

It is further not denied to the extent that the workman offered himself for fresh employment with the management. Rests of the contents of the para under reply are wrong and denied. Without admitting the alleged letter dated 17-11-1998, it is submitted that the said letter dated 17-11-1998 itself shows that the workman had merely offered his services to the management.

It is denied that the workman had any right to receive any intimation from the management as he had himself abandoned the services of the management. It is further denied that the workman visited the management as alleged or was told to wait for 5-6 months as alleged.

It is further denied that the services of the workman were terminated illegally, arbitrarily and unjustifiably by the management as alleged. It is submitted that the workman himself abandoned the services of the management as stated in the foregoing paras. It is denied that the management has violated the provisions of the ID Act, 1947 "(Act)" as alleged. It is reiterated that the workman abandoned his services and such abandonment do not constitute termination and therefore do not amount to retrenchment.

It is further reiterated that the workman abandoned the services of the management and the management did not terminate the services of the workman and therefore, there is no occasion for the workman to invoke principle of natural justice or allege colourable exercise of powers. It is further submitted that there is no termination of the workman as alleged and therefore there is no occasion to invoke the provisions of the ID Act. It is reiterated that the workman abandoned his services and such abandonment do not constitute termination and therefore do not amount to retrenchment.

It is further submitted that there is no question of framing a charge sheet against the workman or initiating any inquiry as alleged as the workman abandoned his service with the management. It does not lie in the mouth of the workman to first abandon of the services of the management and thereafter concoct a story and demand arrears of salary. It is denied that the management terminated

the services of the workman. There is no occasion for the workman to invoke the said principle of the Act in the light of the fact that the workman abandoned the services of the management.

It is submitted that there is no question of framing a charge sheet against the workman as the workman abandoned his services with the management. Since there was no termination of services, the management is not liable to state any reason; rather workman is alone responsible for the consequences following abandonment of services with the management.

It is denied that the management terminated the services of the workman. It is submitted that there is no question of compliance with section 25 F of the ID Act, 1947 as the workman abandoned the services of the management and such abandonment is not envisaged under section 25 F of the Act.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It is admitted case that the workman was selected on the post of Office Assistant w.e.f. 23-1-1994. The workman worked with the respondents till 5-4-1997.

It was submitted that when the workman went to join his duty on 7th April, he was not allowed to perform his duties and he was informed that his services have been terminated and he will be called for whenever his services will be required. The services of the workman were illegally terminated and he has not been paid his wages from January, 1997 till the termination of his services.

It was further submitted that he was informed by the management that Modiluft Limited is likely to re-launch operation very soon under the name of Royal Airways and a policy decision has been taken for offer of employment to the former employees of Modiluft Limited and his bio-data was invited.

It was further submitted that he went through the publication made in the newspaper dated March 5, 2000 under the heading Modiluft to re-launch operations as it has received renewal of no objection certificate from Ministry of Civil Aviation to operate Schedule Air Transport services in the domestic centre and the Company is at sea to re-launch domestic operation from June, 2000. The workman has already sent his biodata in response to the offer of November, 1998 and he was awaiting the response of the management. It has been stated that he visited the office of the respondents on various dates lastly on 7th November, 2002 but he was told to keep on waiting for a period of 5 to 6 months. The respondents have not complied with the provisions of 25 F of the ID Act, 1947 hence the termination of service of the workmen is absolutely illegal and unjustified. The respondents have not followed the principles of last come first go.

It was submitted from the side of the management that the workman himself abandoned the services of the management in the year 1997 and thereafter never joined the services of the management. The management learnt that the workman after voluntarily abandoning the services of the management started gainful employment some where else.

It was submitted that the claim of the workman is barred by laches in as much as the workman ceased to be in employment in April, 1997 and claim was raised by him before the Conciliation Officer in the month of December, 2000 more than 3 years after cessation of employment. Therefore the claim of the workman is time barred. It was also asserted that the workman should be put to strict proof of non-payment of wages for the month of January, February, March and April.

It transpires from perusal of the record that the respondents were not operating flights. MW1 has stated that the operations of Modiluft Airlines were closed in 1996 for lack of permission of DGCA. He has further stated that he did not know when Royal Airways started functioning. Royal Airways Limited is the changed name of Modiluft. Modiluft was registered as Royal Airways Limited. It did not function, so the Royal Airways changed its name as Spice Jet in April, 2005. The management witness has categorically admitted that there was no operation of Royal Airways w.e.f. November, 1996 to March, 2005. This admission establishes the fact that Modiluft and thereafter Royal Airways became economically sick. There was no permission for operation of the flights and neither Modiluft nor Royal Airways operated any flight from November, 1996 to March, 2005 for lack of permission of the competent authority for operations of flights. In such circumstances the respondents cannot take the plea of abandonment since operations were closed in November, 1996. It was but natural that the workman was asked not to perform his duties and he would be called for when required. It cannot be said that the workman himself abandoned the services of the respondents.

MW1 has further admitted that the Company was not in operation at the time of receiving of Biodata, so no notice was sent to him. This establishes the fact that the workman sent his biodata in response to the letter of the management in 1998 but his case was not considered as the Company was not in operation. This witness has admitted that the Company started operations in the month of April, 2005. Since the Company was not in operation there is no question of abandonment. The workman has promptly replied to the offer of employment by the management but it was not considered.

It was submitted that the workman should have been given re-engagement in April, 2005 when the operations started but the management has not done so. Admittedly the workman is a former employee and he has served the management for at least 4 years. In view of section 25 G and H he deserves re-engagement in view of his previous service. The management has not filed any document to show that payment to the workman has been made for the months of January, February, March and April 1997. The workman is not expected to file evidence regarding non-

payment. Payment is always made against receipt and the respondents should have filed receipts or some documents to show that payment to the workman has been made.

It was the duty of the management to make payment of retrenchment compensation to the workman when the operation of the Company were closed in November, 1996.

My attention was drawn to VIII (2000) SLT 361 SC. It has been held by the Hon'ble Apex Court that the management was duty bound to send notice to the workman regarding his absence. No proof regarding sending of notice has been filed.

The case of the workman is that he visited the respondents several times but he was asked to wait. It appears that the respondent's flights were not in operation, so the workman was asked again and again to come when the Company resumed functioning. Since the Company was not in operation it cannot be said that the workman himself abandoned his services. There were no services to be rendered by the workman, so the workman was asked not to come. In such circumstances respondents were bound by the provisions of ID Act, 1947, section 25 F(B) to make payment of retrenchment compensation to the workman under section 25F of the ID Act as he has performed services regularly for 4 years. He has not been paid any retrenchment compensation.

It is settled law that in order to effect valid retrenchment one month's notice or pay in lieu of notice and retrenchment compensation calculated @ 15 days wages for each completed year should have been paid to the workman. The management has not made any payment to the workman, so retrenchment has not been validly effected and services have not been legally terminated. The services of the workman shall be deemed, in such circumstances, continued.

Section 25H of the ID Act, 1947 postulates that the person who joined first should be given employment. It was the duty of the management to give him employment when operations were started by the Company.

It was further submitted that the claim of the workman is barred by Limitation Act. It is settled law that the Limitation Act is not applicable in ID cases. The workman has raised his dispute within a period of 2-3 years. The respondent's flights were not in operation, so they cannot expect promptness from the side of the workman.

It was submitted that Biodata sent by the workman indicates that he was in gainful employment. The workman has not admitted photocopy of biodata sent on 27-12-2000 and 2-4-2001. The respondents have not filed the original biodata. Photocopies are not admissible in evidence. There is no other evidence of employment as alleged.

It was submitted from the side of management that the workman has signed these biodatas. There is no report of any handwriting expert. The Court cannot discharge the duties of an expert. There is no cogent evidence of employment.

In 1978 Lab IC 1968—three Judges Bench of the Hon'ble Apex Court held that payment of full back wages is the normal rule. In case services have been illegally

terminated either by dismissal or discharge or retrenchment, in such circumstance the workman is entitled to full back wages except to the extent he was gainfully employed during the enforced idleness. In the instant case, the workman was always ready to work but he was not permitted on account of invalid act of the employer. He was employed only for three months as per his admission.

It has been held in (2002) 2 SCC 54 by the Hon'ble Apex Court that the Labour Court being the final court of facts came to a conclusion that payment of 60% wages would comply with the requirement of law. The finding of perversity or being erroneous or not in accordance with law shall have to be recorded with reasons in order to assail the finding of the Tribunal or the Labour Court. It is not for the High Court to go into the factual aspect of the matter and there is an existing limitation on the High Court to that effect.

"Payment of back wages having a discretionary element involved in it has to be dealt with, in the facts and circumstances of each case and no strait-jacket formula can be evolved, though, however there is statutory sanction to direct payment of back wages in its entirety."

From perusal of the judgment cited above it becomes quite obvious that statutory sanction is to payment of back wages in its entirety. However, the respondent's flights have not been in operation for 2 to 3 years and there is delay of 2 to 3 years in raising the dispute. The workman is entitled to be reinstated along with 60% back wages w.e.f. 4-7-1997.

The references are replied thus :—

1. The removal of Shri Anil Kumar from his services w.e.f. 4-7-1997 by M/s. Modiluft (Present name M/s. Royal Airways Limited) is neither just nor legal.
2. At the time of retrenchment non payment of his dues from January, 1997 to 7th April, 1997 non service of notice under section 25F of the ID Act, non payment of notice pay and compensation is neither just nor legal?"
3. The workman is entitled to reinstatement under section 25H of the ID Act, 1947 along with 60% back wages. The management is directed to reinstate the workman w.e.f. 4-9-1997 along with 60% back wages within two months from the publication of the award.

Award is given accordingly.

Dated : 16-01-2007. R. N. RAI, Presiding Officer

नई दिल्ली, 24 जनवरी, 2007

का.आ. 518.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार कांडला पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या

318/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-1-2007 को प्राप्त हुआ था।

[सं. एल-34025/1/2007-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 24th January, 2007

S.O. 518.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Reference No 318/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Kandla Port Trust and their workman, which was received by the Central Government on 23-1-2007.

[No. L-34025/1/2007-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT AHMEDABAD

PRESENT :

Shri A. A. LAD, Presiding Officer

(Complaint C.G.I.T.A.) No. 318/05

(old Complaint I.T.C. 24/2000)

Transport & Dock Workers Union,

C/o. Hasubhai Dave, Advocate

Gayatri Rajputpara

Main Road,

Rajkot.

...Complainant

V/s.

Kandla Port Trust

Gandhidham (Kutch)

... Opponent

APPEARANCE

Complainant : Shri Hasubhai Dave

Opponent : Shri S. B. Gogia

ORDER

1. The complainant has filed this complaint under section 33A of the Industrial Disputes Act stating that, though post of meter reader is vacant with the opponent, he was not considered. He worked with opponent more than 240 days and he has right to regularize in the post of meter reader.

So he prayed to direct opponent accordingly.

2. This was objected by the opponent by filing a reply at Ex. 10 stating that, post of meter reader was to be filled by direct recruitment by inviting the nomination form employment exchange/press advertisement. The complainant was having option to apply for the post but he did not apply for the post. Post was filled of taking interview. Opponent was appointed on daily wages. He lost the opportunity to appear for interview taken by the opponent. So it is submitted that complainant can not claim post of permanent of meter reader.

3. Rozanama reveals that both parties were absent in the complaint for the number of dates and more precisely on 19-4-06 and complaint was kept for order. In view of above this situation I pass the following order.

ORDER

The complaint is disposed of for want of prosecution. No order as to cost.

Ahmedabad

A.A. LAD, Presiding Officer

Dated: 6-12-06

नई दिल्ली, 24 जनवरी, 2007

का.आ. 519.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कांडला पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 326/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-1-2007 को प्राप्त हुआ था।

[सं. एल-34025/1/2007-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 24th January, 2007

S.O. 519.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No 326/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Kandla Port Trust and their workman, which was received by the Central Government on 23-1-2007.

[No. L-34025/1/2007-IR (B-II)]

RAJINDER KUMAR, Desk Officer
ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT ATAHMEDABAD PRESENT

Shri A.A. LAD, Presiding Officer

(Complaint CGITA) No. 326/05

(Old Complaint ITCI/1998)

Dalpatbhai Shivapahai

...Complainant

Vs.

Kandla Port Trust
Gandhidham (Kutch)

...Opponent

APPEARANCE:

Complainant : Absent.

Opponent : Shri S. B. Gogia.

ORDER

1. The complainant has filed this complaint under Section 33A of the Industrial Dispute Act stating that, during the pendency of reference 26/96. Opponent has made changes in any service conditions, so, it is prayed that opponent be restrained in taking a such decision.

2. This was objected by the opponent by filing a reply at Ex. 10 denied the allegation of the complainant.

3. Roznama reveals that both parties were absent on 12-9-05 as well as 9-1-06. Since then the complaint was pending for order. In view of this situation I pass the following order :

ORDER

Complaint is disposed of for want of prosecution. No order as to cost.

Ahmedabad.

Date: 7-12-06

A. A. LAD, Presiding Officer

नई दिल्ली, 25 जनवरी, 2007

का.आ. 520.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 20/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-1-2007 को प्राप्त हुआ था।

[सं. एल-12012/422/94-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 25th January, 2007

S.O. 520.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No 20/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workmen, which was received by the Central Government on 24-1-2007.

[No. L-12012/422/94-IR (B-II)]

RAJINDER KUMAR, Desk Officer
ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 20 of 2005

PARTIES

Employers in relation to the management of Punjab National Bank.

AND

Their workmen

PRESENT

Mr. Justice C. P. Mishra, Presiding Officer

APPEARANCE:

On behalf of the Management : Mr. P. K. Pankaj,
Officer, HRD

On behalf of the Workmen : Mr. R. N. Singh,
President of the
Union.

State : West Bengal

Industry : Banking

Dated : 15th January, 2007.

AWARD

By Order No. L-12012/422/94-IR(B-II) dated 21-2-2005 the Central Government in exercise of its powers under Section 7A read with Section 33-B(1) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication on transfer from Central Government Industrial Tribunal cum-Labour Court No. 1 Dhanbad.

“Whether the contention of the PNB Staff Union, Patna that the management of Punjab National Bank, Patna were not justified in denying promotion to Shri Biman Kumar Dey, Peon/Watchman/Daftari to the Clerical cadre is correct? If so, what relief is the said workman entitled to?”

2. The present reference has been made at the instance of PNB Staff Union, hereinafter to be referred as the union and originally referred to the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad and both the parties entered their appearance before it, filed their pleadings adduced evidence, both oral and documentary and the matter to be argued by the parties there. At this stage the matter has been transferred to this Tribunal for adjudication.

3. The case of the union as appearing in its statement of claim, in short, is that in terms of the conciliation settlement dated 19-6-1991 governing policy and procedure for promotion from subordinate cadre to clear cadre, applications were invited by the Bank from eligible subordinate staff for written test *vide* Personnel Division Circular No. 1301 dated 27-8-1991. In terms of that circular eligibility criteria was that the workman in subordinate such as Daftary or Peon-cum-Daftaries or Head Peon who have passed matriculation or equivalent examination and having to their credit minimum two years of service as Daftary for Peon-cum-Daftary or Head Peon as on 28-9-1991 *viz* the last date fixed or receiving application. Shri Biman Kumar Dey the concerned workman became Daftary on the basis of the Personnel Division Circular No. 30/88 dated 13-5-1988 with retrospective effect from 1-5-1988. He was posted as Peon-cum-Watchman-cum-Daftary at Branch Office in the District of Mehura, West Champaran being eligible for promotion to the clerical cadre applied to the Regional Manager on 17-9-1991 and he was allowed to appear in the written test by the Regional Office, Muzaffarpur of the Bank on 27-10-1991. He was declared successful in the written test so held by the Bank. All the successful candidates in the said examination except the concerned workman were interviewed, selected and promoted as clerks. The concerned workman, however, was not given the opportunity to appear before the interview board. The union accordingly took up the matter with the management and wrote letters to the Regional Manager, Muzaffarpur of the bank but the management remained silent and denied the promotional opportunity to the workman concerned. Thereafter the union raised an

industrial dispute in the matter before the ALC (C), Patna, but the conciliation failed and ultimately the matter was referred for adjudication. According to the union such arbitrary action of the management caused loss of seniority and denial of promotional opportunity to the concerned workman and he has suffered monetary loss in this regard. The union accordingly has prayed for promotion of the concerned workman to the clerical cadre from the date when the other candidates were so promoted together with arrear wages and other consequential benefits. It is also prayed that an interest @ 18% p.a. and the cost and compensation be paid to him.

4. The management of Punjab National Bank hereinafter to be referred as the Bank has filed a written statement denying the claims made on behalf of the workman. Bank has raised the preliminary objection that the present dispute has not been duly and validly espoused as the union has not file any document showing the espousal of the cause of the concerned workman and hence it cannot be termed as an ‘industrial dispute’ under Section 2(k) of the Industrial Disputes Act, 1947. Regarding the facts it is stated that a conciliation settlement has been arrived at between the Bank and the All India PNB Employees Federation on 19-6-1991 regarding the policy and procedure for promotion from subordinate cadre to clerical cadre. It has quoted clause (d) and (f) of the paragraph 1 of the said settlement which are as follows:

- (d) Those workmen in subordinate cadre who are designated as either Daftary or Peon-cum-Daftary or Head Peon and have passed either matriculation examination or equivalent examination shall be eligible for promotion to the clerical cadre provided they have to their credit minimum two years of service either as Daftary or Peon-cum-Daftary or Head Peon.
- (f) Those workmen in subordinate cadre who are designated as Peons, Cash Peons, Bill Collectors, Daftaries, Head Peons or those who have a composite designation as Peon-cum--- or Armed Gurads, Chowkidars. Full Time Sweepers or Farashes or Cleaners drawing full scale wages and have passed 8th standard/class examination from a Recognised Institution shall be eligible for promotion to the post of Cashier-cum-Godownkeeper only provided they have put in not less than 8 years of service.

The case of the management is that the concerned workman had been working as Peon-cum-Watchman in the Mehura Branch Office of the Bank in the district of West Champaran, Bihar and re-designated as Peon/Watchman/ Daftary w.e.f. 21-7-1990 by the Regional Manager on the basis of the recommendation of the Branch Manager, Mehura Branch of the Bank. The Bank issued a personnel Division Circular No. 1301 dated 27-8-1991 pursuant to the conciliation settlement dated 19-6-1991 circulated *vide* Personnel Division Circular No. 1289 dated 21-6-1991

inviting applications from the eligible subordinate staff willing to be promoted to clerical cadre. It is stated that in this circular dated 27-8-1991 different criteria have been specified for different categories of subordinate staff and under category 3 meant for Peon/Daftary it has been clearly stated that the applicant should have either passed matriculation or equivalent examination and should have minimum two years experience as Daftary/Peon as on 28-9-1991 i.e. the last date fixed for receipt of applications in this regard. Under category 5 it is also clearly mentioned that those Peon-cum-Daftaries who have passed matriculation examination and put in eight years of service are eligible to apply for promotion to clerical cadre. It is alleged that though the concerned workman was aware of the fact that he was not eligible to apply for promotion in this regard due to non-fulfilment of two years service as a Peon-cum-Daftary and eight years of service in subordinate cadre, he applied in response to the said circular. The Regional Office Muzaffarpur of the Bank also could not check out the ineligibility and allowed to the workman to appear in the written test inadvertently and the workman was found to be qualified to appear in the interview. However, just before the commencement of the interview it came to the knowledge of the Bank that the concerned workman was not eligible in terms of the provisions of the aforementioned settlement and the circular of the Bank and he was not allowed to appear in the interview. It is accordingly stated that the matter does not merit any consideration and the same be treated as closed and the workman concerned is not entitled to any relief.

5. The union has also filed a rejoinder denying the statements of the management and reiterating its case as stated in the statement of claims.

6. Both the parties in this case have exhibited certain documents. No witness has been examined on behalf of the Bank. The union, however, examined Shri Bimal Kumar Day, WW-1 the concerned workman as its sole witness in this case. He has stated that he was working as Peon in Mehura Branch of the Bank since 1974. Since he was the only Peon in that Branch, he was also to do the work of Daftary and Chowkidar there. He was getting daftary allowance since July, 1990. He knew about the circular for promotion to clerical cadre in the year 1991 and he applied in terms of the said circular. He was thereafter called in the written test and he passed the said test, but he was neither called for the interview nor promoted to the clerical cadre. On enquiry from the Regional Office of the Bank he was told that he could not be promoted. He also stated that other persons who passed the written test along with him were called for interview and promoted. Thereafter he moved the union in the matter. In cross-examination the witness stated that in terms of circular in this regard he was eligible to appear in the examination for promotion and he accordingly filled up all the columns correctly. Accordingly to him those persons who had experience as daftary for

two years and were medically passed were eligible to appear at the examination. He has also stated that as per Ext. W-4 he was not eligible having two years experience as daftary from 21-7-1990 but as I was alone in the Bank working as Peon-cum-Daftary from very beginning so he was told that he would be eligible for promotion examination.

7. On behalf of the workmen five documents have been exhibited and on behalf of the Bank six documents have been exhibited Ext. W-1 is the circular No. 30/88 dated 13-5-1998 of the Bank regarding payment of daftary allowance. Ext. W-2 is the letter dated 26-10-1991 of the concerned workman in Hindi to the Bank Ext. W-3 is the letter of the union dated 15-7-1992. Ext. W-4 is the printed application form in Hindi duly filled in as submitted by the concerned workman Ext. W-5 is a letter of the union dated 16-12-1995 addressed to the Bank. Ext. M-1 is the letter of the concerned workman dated 20-2-1990 in Hindi addressed to the Bank. Ext. M-2 is the letter of the Bank dated 21-7-1990 sanctioning daftary allowance to be concerned workman. Ext. M-3 is the memorandum of settlement dated 19-6-1991 arrived at between the management of the Bank and All India Punjab National Bank Employees Federation regarding procedure for promotion from subordinate cadre to clerical cadre. Ext. M-4 is the circular No. 1289 dated 21-6-1991 in Hindi issued from the Head Office of the Bank regarding promotion of subordinate staff of the Bank. Ext. M-5 is another circular of the Bank bearing No. 1301 dated 27-8-1991 on the same subject. Ext. M-6 is a letter in Hindi dated 19-5-1990 written by the Manager of the Mehura Branch of the Bank to the Regional Manager.

8. On the perusal of the aforesaid facts it is evident that this reference relates to the claim of the workman about alleged denial of his promotion to the clerical cadre as he was entitled to get promotion in terms of circular letter dated 13th May, 1988, Ext. W-1 which clearly provides that payment of daftary allowance to a member of the subordinate staff was to be sanctioned at all the offices of the Bank in order to bring uniformity in the sanction. This circular was issued as it was found that there was no uniformity in payment of daftary allowance to the members of the subordinate staff to the various branch offices where average daily number of vouchers was less than 50. This decision had come into force with effect from 1st May, 1988, whereby allowance was paid to all the persons so designated as Daftary irrespective of the fact that they were working as Peon or Chowkidar. The workman has sought his promotion on the basis of the examination held in the year 1991 conducted by the management on the basis of the application invited by the Regional Manager on 17th September, 1991 and he was allowed to appear in the written test on 27th October, 1991. It is an admitted fact

that the workman had been declared successful in the written test so held by the Bank. However, he was not allowed to appear in the interview like other successful candidates who had appeared and were also selected and promoted as Clerk in pursuance of that test held. It is also evident that the workman had applied in terms of the circular dated 27th August, 1991, Ext. M-5. In terms of that circular eligibility criteria was that the workman in subordinate cadre should have worked as Daftary or Peon-cum-Daftary or Head Peon for 2 years 28th September, 1991 the last date fixed for receiving the application in this regard. According to the workman he fulfilled that criteria and as such being eligible for promotion to the clerical cadre and so he had been allowed to appear in the written test for the same. The application dated 17th September, 1991, Ext. E-4 was duly forwarded by the concerned officer of the Bank and the particulars given therein were found to be correct as noted therein in this connection.

9. The point for consideration as such remains to be considered as to whether this workman who admittedly has been subsequently promoted on 21st January, 1998 as per Annexure-B to the written argument submitted on behalf of the workman was entitled to get his promotion since 1992 like others who had appeared like him in the written test or not as in terms of circular letter of 1988, Ext. W-1 the workman had so worked for more than 2 years as Daftary and allowance was as such payable to him with effect from 01-05-1988. The management has taken the plea that he had not so worked for 2 years as he got his promotion for the first time as Daftary with effect from 21st July, 1990 on the basis of the circular letter. Ext. W-1. In this connection reliance has also been placed by the management on the case of *State of Himachal Pradesh & Ors. v. S.K. Mohindra & Ors.* (1997 1 CLR 356) wherein the Hon'ble Supreme Court has held that when the applicant was not within the zone of consideration he could not claim promotion as a matter of right unless rules of promotion make him eligible for the same and since the workmen did not fulfil the basic qualification viz. experience for two years as Daftary on that date in terms of that circular, Ext M-5, he did not come within the zone of consideration and so he was not permitted to appear in the interview though he had been found successful in the written test conducted for the same. The circular dated 1st May, 1988, Ext. W-1 however in this connection in so many work makes it quite clear that in all the offices of the Bank daftary allowance was to be paid to the member of subordinate staff and as such they were so designated as Daftary whether they had been working as Peon, Daftary or Chowkidar whatever the case may be. This was a policy decision taken by the management in 1988 and it was so communicated for its compliance through the aforesaid circular, Ext. W-1 which admittedly had come into force with effect from 1st May, 1988. Consequently this in itself goes to show that daftary allowance was payable to this workman as well since admittedly he had been working as Daftary as much since 16th January, 1984 in the said branch Bank. It is also evident that the workman

admittedly has got his promotion to the post of Clerk on 17th January, 1998 as Clerk and he has been so working as such since then on this post after he submitted the joining report on 24th January, 1998 as shown in Annexure B submitted to the written notes of argument of the workmen and it is also not challenged to be otherwise by the management for the same in this connection. This workman, however has been deprived of his promotion from the year 1992 when the other candidates like him were so promoted to the clerical cadre after they were found to be so successful in the written test held for this purpose.

10. In view of the aforesaid facts there could have been no justification for denying the concerned workman of his promotion to the post of Clerk as he was also entitled to get it since he too had passed the written test like his others colleagues and he also fulfilled the eligibility criteria i.e. working as Daftary with effect from 01-05-1988 and also getting the allowance for the same in terms of the aforesaid circular, Ext. W1 which admittedly had come into force retrospectively since 1st May, 1988. This also was so acceptable to the management as well as the time of submission of his application since it was forwarded by the officer concerned after having checked and verified the particulars given therein by the applicant found to be correct regarding his qualification, period of experience etc. as it was also so mentioned in the application itself, Ext. W-4. This shows that he clearly fulfilled as eligibility criteria and was entitled to get his promotion as Clerk in terms of circular of 1991, Ext. M-5 like his other colleagues who had been so promoted in the year 1992 after being successful in the written test taken by the management for this purpose.

11. In view of what has been stated above the workman who has already got his promotion as a Clerk since 21st January, 1998 actually deserves to have been promoted like other candidates of the 1992 batch who were so promoted to clerical cadre in pursuance of the test taken in terms of the circular of 1991, Ex. M-5 and he is entitled to get his promotion as Clerk since 16-06-1995, i.e. the date of original order of reference and he is also entitled to get all the consequential benefits arising thereof accordingly.

Kolkata

C.P. MISHRA, Presiding Officer

15-1-2007

नई दिल्ली, 25 जनवरी, 2007

कार.आ. 521.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय जीवन बीमा निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 185/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-1-2007 को प्राप्त हुआ था।

[सं. एल-17013/2/1998-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 25th January, 2007

S.O. 521.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 185/1998) of the Central Govt. Indus. Tribunal-cum-Labour Court, Kanpur (U.P.) as shown in the Annexure, in the Industrial Dispute between the management of Life Insurance Corporation of India and their workmen, received by the Central Government on 24-01-2007.

[No. L-17013/2/1998-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SRI SURESH CHANDRA, PRESIDING
OFFICER CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, KANPUR.**

I.D. NO. 185 OF 1998

In the matter of dispute between

Sri M. Lal, Vice President

United Traders Union Congress
(U.P. Branch)
111-A/310, Ashok Nagar
Kanpur-208012, U. P.

And

The Divisional Manager,
Life Insurance Corporation of India
Divisional Office
L.I.C. Building The Mall
Kanpur, 208001-U.P.

AWARD

1. Central Government, Ministry of Labour, New Delhi *vide* Notification No. L-17013/02/1998-I.R. (B-II) dated 30-10-1998 has referred the following dispute for adjudication to this Tribunal—

“Whether the action of the management of Life Insurance Corporation of India, Kanpur in imposing the punishment upon Sri Suresh Chandra Srivastava *vide* Order dated 30-11-1994 is legal and justified? If not, to what relief the concerned workmen is entitled?”

2. It is common ground that workman, Sri Suresh Chandra Srivastava while working as Assistant with the opposite party was served Charge-sheet dated 20-8-1987 on 24-8-1987 by the opposite party, Life Insurance Corporation of India. The workman submitted his reply to the chargesheet on 24-09-1987. It is pleaded by the workman that the opposite party/disciplinary authority appointed Enquiry Officer in an illegal manner even without providing

the workman an opportunity to explain his stand. Therefore the charge-sheet is liable to be set aside. The disciplinary authority disagreeing with the findings of the Enquiry Officer as held workman guilty of the charges and imposed punishment dated 30-11-94 whereby the workman was downgraded and his pay was brought at the initial stage in the scale of pay in which he was working. It has also been pleaded by the workman the disciplinary authority without recording any cogent reasons and even without providing him any opportunity for making an effective defence acted in wholly illegal manner and thus principles of natural justice have been badly flouted in the case of the workman. Enquiry Officer has given very cogent and rational findings in his Enquiry Report which could not have been interfered by the disciplinary authority having regard to the fact that the Enquiry Officer has held that charges against the workman stands not proved. Workman preferred an appeal against the punishment order which too could not find favour by the Appellate Authority who, in turn, maintained the punishment awarded to the workman by the disciplinary authority. In the end it has been prayed by the workman that Punishment Order dated 30-11-94 and Appellate Order be set aside by this Tribunal and the workman be released entire increments illegally withheld by the opposite party together with arrears of pay on the permises as if workman had never been awarded any such punishment by the opposite party.

3. The claim of the workman has been contested vehemently on variety of grounds, inter alia, alleging therein that the present reference has become infructuous in the light of orders passed by the Chairman of the opposite party on mercy appeal preferred by the workman, whereby the chairman of opposite party was pleased to modify the punishment order passed by disciplinary authority and upheld by appellate authority upto the extant that instead of granting punishment to the workman fixing his pay at the minimum of the pay scale, it would be in the ends of justice if the workman be awarded punishment of granting of ten increments in the pay scale.

It has also been pleaded by the opposite party that no illegality or irregularity has been committed by them in course of domestic enquiry. Workman has rightly been issued charge-sheet for his alleged misconduct as detailed in charge sheet itself. Principles of natural justice have not been flouted in the case of workman. It has also been denied that rules governing the service condition of the workman have been breached during the course of domestic enquiry conducted by the management against the workman. Even no illegality has been committed by the opposite party when the original punishment awarded was modified by the management by releasing his ten increments. The entire disciplinary action taken by the management against workman was in consonance with principles of natural justice and the punishment awarded by the Chairman of opposite party does not call for any interference at the

hands of this Tribunal having regard to the gravity of proved misconduct.

4. The workman has filed rejoinder in support of his case wherein it has been specifically prayed by the workman that punishment order dated 30-11-94, appellate order dated 7-11-95 and Order dated 29-1-2000 passed by the Chairman on the memorial of the workman be set aside and the workman be deemed to have been retired in the absence of any punishment and accordingly he may be granted pensionary benefits etc. as per law, on the premises as if workman has not been awarded any punishment in his service career.

5. After exchange of pleading between the parties, although both contesting parties have filed photocopies of relevant document in support of their respective claims. The Tribunal noticing the fact that only photocopies of relevant documents are on record and also considering the fact that photocopies of the documents are not readable as a piece of evidence for arriving at a definite conclusion and also the Tribunal was conscious of the fact that no definite finding over the matter involved in the schedule of Reference Order can be arrived at unless originals of enquiry proceeding together with orders passed on the basis of enquiry by the competent authorities are made available for its judicial scrutiny by the Tribunal.

6. Having regard to the above settled legal position the Tribunal vide Order dated 14-1-2005 has categorically directed the management to file the originals of documents pertaining to domestic enquiry held against the workman by the management. Strange enough to note that vide Application dated 29-12-2005 it is quite obvious that the management has deliberately withheld with ulterior motives the proceeding of enquiry held by them against the workman on 25-6-1992 which indicates that the workman has filed certain affidavits of some persons in his defence reference of which finds place in the proceedings of enquiry dated 25-6-1992. Non-filing of complete enquiry proceedings by the management would lead to one and only one inference that the management's action in withholding complete enquiry file from the Tribunal is nothing but deliberate attempt to mislead this Tribunal with some malice motive and also with a view that the Tribunal should not impart justice between the parties after proper appraisal of materials available before the Enquiry Officer.

7. Under these circumstances and considering the arguments advanced on behalf of the workman that the workman was not granted fair and reasonable opportunity for his defence in the domestic enquiry and also considering the facts that the management has deliberately withheld enquiry proceedings dated 25-6-1992. Tribunal finds itself totally unable to hold that domestic enquiry held against the workman on the basis of which he has been awarded punishment was at all fair and in accordance

of principles of natural justice. Accordingly it is held that enquiry proceedings against the workman has been proved to be ab initio void, vitiated and bad in law by the own acts and conduct on the part of the opposite party before this Tribunal. Therefore Tribunal is of the firm opinion that workman could not have been awarded any punishment on the basis of such enquiry in which rules of natural justice have blatantly flouted by the management.

8. It has also been argued by the authorized representative for the workman that it is settled legal position in disciplinary cases that where an employee is exonerated of the charges by Enquiry Officer and Disciplinary Authority express his unwillingness from the Report of the Enquiry Officer, the disciplinary authority is duty bound to record a reasoned finding for his disagreement. Not only this the disciplinary authority is also bound to make the delinquent aware the reasons to the workman for his disagreement with the Report of Enquiry Officer to enable the workman to have an opportunity to reply the same, but nothing has been shown from the side of the management that the workman was shown any reasons for disagreement from the Report of Enquiry Officer by the Disciplinary Authority.

For the reasons discussed above it is held that the action of the management by means of which it has imposed penalty upon the workman vide Order dated 30-11-94 cannot be upheld on any grounds whatsoever. If it is so, the Appellate Order dated 7-11-1995 and Order passed by the Chairman of the opposite party on 29-1-2000 can also not be held to be legal being based on vitiated enquiry proceedings.

10. In the last for the reasons discussed above it is held that action of the management of Life Insurance Corporation of India in imposing the punishment on Sri Suresh Chandra Srivastava vide Order dated 30-11-1994 is neither legal nor justified. Accordingly Orders dated 30-11-1994 passed by Disciplinary Authority, Appellate Order dated 7-11-1995 and Order dated 29-1-2000 passed by the Chairman of opposite party are hereby quashed and set aside.

11. It is further held that workman is entitled for his all terminal benefits together with his revised pension and arrears of pension on the premises as if he had never been awarded any punishment in his entire service career. Therefore management is directed to implement the Award after expiry of 30 days from the date of publication of this Award failing which the workman shall be held entitled of compound interest @ 18% p.a. over the amount found due as statutory dues under service rules.

12. Accordingly Reference is answered in favour of workman and against the management.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 25 जनवरी, 2007

का.आ. 522.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल.आई.सी. हाउसिंग फाइनेन्स लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 12/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-1-2007 को प्राप्त हुआ था।

[सं. एल-17012/34/2001-आई आर (बी- II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 25th January, 2007

S.O. 522.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 12/2002) of the Central Govt. Indus. Tribunal-cum-Labour Court, Kanpur, (U.P.) as shown in the Annexure, in the Industrial Dispute between the management of LIC Housing Finance Ltd., and their workmen, received by the Central Government on 24-1-2007.

[No. L-17012/34/2001-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR.

I.D. NO. 12 OF 2002

In the matter of dispute between

Sri Atul Bajpai

H. No. 8-C, Yashoda Nagar Post Office Wali Gali
Kanpur, U. P.

And

Area Manager,

L.I.C. Housing Finance Ltd.

129, Mall Road, Regal Cinema

Kanpur, U.P.

AWARD

1. Central Government, Ministry of Labour, New Delhi vide Notification no. L-17012/34/2001-I.R. (B-II) dated 31-1-2002 has referred the following dispute for adjudication to this Tribunal—

“Whether the action of Regional Manager, Life Insurance Housing Finance Limited (LICHFL), in terminating the services of Sri Atul Bajpai w.e.f. 25-11-2000 is legal and justified? If not, to what relief the workmen is entitled for?”

2. The case of the workman in short is that he was appointed as Junior Executive Assistant in terms of Appointment Order no. LIC HFL/KRO/JEA dated 31-10-1996, issued by the Regional Manager who was appointing

authority, in regular pay scale. Total emoluments inclusive of all admissible allowance comes to Rs. 3093.80. In terms of aforesaid appointment workman joined the post on 1-11-1996 under Area Office of opposite party at Kanpur. It has also been stated by the workman that the scale of pay in due course of time was revised and his total emoluments enhanced to Rs. 4112 per month. He was also getting bonus during the period of his employment.

3. It is further pleaded by the workman that his initial Appointment Order dated 31-10-1996 was for a limited period of 85 days but he was allowed to continue as Junior Executive Assistant till 25-11-2000 by the opposite party when all of sudden the services of the workman were dispensed with by the opposite party without assigning any reason. It is also pleaded by the workman that his service conditions in terms of Appointment Order will be regulated only for the period of 85 days and since the appointment of the workman was extended without any reference of the Appointment Order dated 31-10-96, therefore terms and conditions of the appointment order would not be applicable for the services rendered by the workman beyond the period of 85 days. As such after 85 days from 1-11-96, the date the workman joined the opposite management till 25-11-2000 i.e. date of termination of his services, shall be regulated according to the provisions of I.D. Act, 1947. Workman used to mark his attendance alongwith regular staff of the management. When workman joined the service at its Area Office at Kanpur Sri Jagdish Chandra, Sri R.K. Misra, C. Chakraborty, Km. Nisha and Km. Shobha were working as Area Manager, Assistant Manager, Executive Assistant and Junior Executive Assistant respectively. During the period workman remained in the employment of the management several office orders were issued in his name and one such office order of dated 19-11-98 issued by the Regional Manager which was in the nature of Caution Letter to improve the default/recovery cases. This office order is quite indicative of the fact that the workman is permanent employee of the management.

4. Workman has further pleaded that under the orders of General Manager, Human Resources, addressed to Mr. Rawat, Area Manager, the services of the workman was extended till further orders of the Head Office without any reference to the appointment order issued to him. The workman was given official training as were given to the permanent employees of the management twice, one at Zonal Office, Agra and second time at Sales Training Centre at Lucknow along with permanent employees of the management. He was also given the orders to this effect. Workman further pleads that during the period of his employment i.e. 1-11-96 to 25-11-2000 workman mainly performed duties on Cash, Inspection, Default, Marketing, Disbursement of Loan and various other works according to the need of the management under the written orders of the management. The work and duties assigned to the workman were subject to supervision of senior officers of the management under whom he was working. Any report submitted by the workman the same was taken into notice by the management. Therefore, it is clear that workman was performing the work of clerical nature.

5. It is further pleaded by the workman that he appeared in the Test conducted by the management as a candidate from open market in pursuance of advertisement and non-clearance of test will not taken away the right of the workman to be protected under the provisions of I.D. Act, 1947. Moreover, recruitment rules if any framed by the company have not overriding effect over the provisions of the I.D. Act, 1947 and it is always open to the Industrial Tribunal to ignore such plea as has been taken in their reply to takes away the legal rights of workman and in this way the Tribunal is competent to ignore the applicability of such recruitment rules.

6. It has further been pleaded that under the industrial employment Industrial Tribunal/Labour Courts are required to adjudge the action of the management in accordance with principles of natural justice on the basis of fact and circumstances of any particular case. Since Industrial Disputes Act is social Act enacted by Legislature keeping in mind social justice, hence strict provisions of rules and laws are not required to be applied while examining the action of the management under the Act. Under these circumstances the recruitment rules of the company if any have no merit for the purposes of adjudication of the present dispute mainly for the reasons that if a workman has rendered for more than 240 days of continuous service preceding one year from the date of termination of his service he has a protected/legal right under the Act, that his services cannot be terminated without assigning any reason to him and if it has been done it is always open to him to question justification of his retrenchment before the Industrial Tribunal and the company is always under obligation to satisfy the Tribunal that the termination of the workman is not a retrenchment hence the workman has no right to get any relief.

7. It is further pleaded that during the period 01-11-96 to 25-11-2000 workman has worked for 4 years 25 days continuously under the management, his services could not have been terminated without following the provisions of Section 25-F of the I.D. Act, 1947. It has also been pleaded by the workman that provision of Section 2 (oo) (bb) of I.D. Act, 1947 is not applicable in his case.

8. The letter dated 9-11-2000, on the basis of which workman was removed from his services, nowhere speaks reasons for termination of his services. In the end it has also been pleaded by the workman that several fresh hands were appointed by the opposite party management ignoring his legitimate right of appointment by providing an opportunity of reemployment therefore management has breached the provisions of Section 25-H of the I.D. Act, 1947.

9. On the basis of above it has been prayed by the workman that the Termination Order dated 25-11-2000 be set aside being in violation of provisions of Sections 25-F and 25-H of I.D. Act, 1947. The workman to be directed to be reinstated in the service of the management on the post from which he was terminated w.e.f. 25-11-2000 with full back wages, continuity of service and all consequential benefits.

10. Opposite party management has contested the claim of workman by filing a detailed written statement

clearly admitting that the workman was appointed by them as Junior Executive Assistant on total emoluments of Rs. 3093.80 per month. Management has further admitted that appointment for a period of 85 days only. It has further been admitted by the opposite party that workman was paid bonus as per the provision of Payment of Bonus Act, 1965. It has also been pleaded by the management that the applicant has worked upto 25-11-2000 but during his entire period the workman remained as temporary hand.

11. It is also the case of the management that if the services are extended the terms and conditions of the service of an employee continue to govern by the terms and conditions of his original appointment and as such in the present case also, the terms and conditions laid down in his appointment letter dated 31-10-96 continue to govern the applicant till 25-11-2000. Management has also admitted having given training to the workman along with their regular and permanent staff. It has further been claimed by the management that unless and until he had undergone the procedure for recruitment of regular employee he cannot claim himself to be a permanent hand of the management. Management has also denied the applicability of Section 25-F of the I.D. Act in the case of the workman.

12. After exchange of pleadings between the parties whereas workman has filed originals of Appointment Letter dated 31-10-96, Termination Letter dated 25-11-2000, Experience Certificate dated 4-12-2000, Original Letter dated 19-11-98 addressed to workman, Letter dated 10-11-98 relating to Training Programme of workman issued by Assistant Manager, Office Order dated 5-10-98, Office Order dated 24-05-99 addressed to workman, Relieving Letter dated 1-10-98 containing the name of workman at serial no. 21 issued by North Central Training, Zonal Training Centre, Agra, various circulars issued by the management endorsing to the workman, Certificate dated 27-2-2000 respectively, management has filed 7 documents in the shape of photocopy per list dated 15-5-2004.

13. In support of his case workman has examined himself as WW-1 whereas management has examined Devender Singh Rawat as MW-1.

14. Heard the arguments of the parties in length and have also perused the records of the case carefully.

15. In view of admitted position between the parties that the workman has continuously worked with the management w.e.f. 01-11-96 to 25-11-2000 in terms of Appointment Order dated 31-10-96 admittedly issued for 85 days only. It is also admitted position of the case that initially the workman was appointed in the scale of pay total salary of which was Rs. 3093.80 per month. The short controversy arising out of from the pleadings of the parties is as to whether the workman is a workman under Section 2 (s) of the I.D. Act, 1947 or not and that whether the workman can be granted protection of the provisions of I.D. Act, 1947 or not.

16. It has been argued on behalf of opposite party that Sri Atul Bajpai is not workman. As against it, it has been argued on behalf of workman that having regard to the nature of work done by the workman under the opposite party he cannot be ousted from the definition of workman

and cannot be deprived of protection granted to him under the provisions of I.D. Act, 1947.

17. In para 20 of his Statement of Claim of workman which has been filed before the Tribunal on Affidavit, the workman has categorically detailed the nature of work and in para 21 it has been specifically pleaded that since the work performed by the workman was under supervision of his senior officers therefore the same was not sufficient to bind the management as the same was of clerical nature. The Tribunal has anxious considerations to the arguments of rival parties on the point in the light of the fact that workman has pleaded his plea on affidavit whereas management has not controverted the said pleadings of the workman on affidavit. Considering the settled legal position that once a fact pleaded by a party on affidavit before a Court of Law and the same has not been controverted on affidavit by the other party, the only and only one inference which can be drawn is that the pleading of such party made on affidavit can not be disbelieved if not controverted by the other side on affidavit. Tribunal has also examined the pleadings of the opposite party and evidence of the management led before the Tribunal and find that the management witness has stated nothing in his evidence that the workman is not a workman under Section 2(s) of the I.D. Act, 1947. Therefore the evidence and pleadings of the workman on the point remains uncontroverted, under these circumstances Tribunal feels no hesitation in holding that the workman is a workman as defined under Section 2(s) of I.D. Act, 1947.

18. Once having concluded that workman is a workman under Section 2(s) of the I.D. Act, 1947, it will be examined if the termination of the services of the workman is in breach of provisions of Section 25-F and 25-H or not. From the pleadings and evidence of the parties it is not at all in dispute that the workman had not worked continuously under the management w.e.f. 01-11-96 to 25-11-2000 at the post of Junior Executive Assistant under the management. Workman while appearing as witness before the Tribunal that the management while terminating his services had not offered him notice, notice pay in lieu of notice or retrenchment compensation while terminating the services of the workman w.e.f. 25-11-2000. As against it witness of management has admitted the continuous working of workman during the period 01-11-96 to 25-11-2000. Management witness has further admitted in his examination in chief that the workman was not issued any notice or nor paid notice pay in lieu of notice or retrenchment compensation at the time of termination of services. Management witness has further admitted the fact in his evidence on oath before the Tribunal that several fresh hands were appointed on regular and permanent basis after the termination of the services of workman.

19. It is settled legal position in industrial service jurisprudence that a workman attains a legitimate right of being absorbed permanently if it is found by Industrial Tribunal/Labour Court that fresh hands were given regular and permanent appointment ignoring the claim of an employee for his reemployment at the post from which was removed, such Forums/Labour Courts are fully competent to grant the same status to such workman as has been

granted to fresh hands. Considering the above settled legal position the Tribunal is of the firm opinion that it is not ready to believe the stand of the management that since the workman had not cleared the Test conducted by themselves for regular appointment particularly in the absence of any notice issued by them in the name of the workman to participate in the examination to be conducted by them for regular appointment. Therefore the action of the management is held to be in gross violation of Section 25-H of I.D. Act, 1947.

20. As observed earlier management witness has admitted that workman was not paid any retrenchment compensation at the time of his termination the action of the management is also held to be in breach of provision of Section 25-H of I.D. Act, 1947.

21. Before parting with it, it may be pointed out that making an advertisement in newspaper for filling up the post of Clerks by the management would not suffice the stand of the management on the ground that since the workman failed to qualify the Test he was not appointed rather it goes to strengthen the case of the workman that he was a workman.

22. In view of above admitted positions of the case Tribunal is unable to base its finding as the law relied upon by the contesting parties which is clearly not binding upon the facts and circumstances of the present case which is absolutely different from the facts and circumstances of the case law cited by the parties.

23. For the reasons discussed above, it is held that the action of the management of L.I.C. Housing Finance Ltd., Lucknow in terminating the services of the workman, Sri Atul Bajpai w.e.f. 25-11-2000 is neither legal nor justified

24. The resultant effect is that workman is held entitled to be reinstated at the post of Junior Executive Assistant w.e.f. 25-11-2000 with full back wages having regard to revision of scale of pay, continuity of service and all consequential benefits attached to the post.

25. References answered accordingly in favour of workman and against the management.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 25 जनवरी, 2007

का.आ. 523.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं.-1, मुम्बई के पंचाट (संदर्भ संख्या 47/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-1-2007 को प्राप्त हुआ था।

[सं. एल-12011/3/2003-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 25th January, 2007

S.O. 523.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 47/2004) of

the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 1, Mumbai as shown in the Annexure, in the Industrial Dispute between the management of Union Bank of India, and their workmen, received by the Central Government on 24-01-2007

[No. L-12011/3/2003-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1**

MUMBAI

PRESENT

Justice Ghanshyam Dass, Presiding Officer

Reference No. CGIT-47 of 2004

PARTIES

Employers in relation to the management of Union Bank
of India

And

Their workmen

APPEARANCES

For the Management : Mr. Ashok Shetty, Adv.
Mrs. P. S. Shetty, Adv.

For the Union Bank : Mr. Anil Kumar, Adv,
Employees

Trade Union Congress Mr. S.B. Menon, Gen.
Secretary

State Maharashtra

Mumbai dated the 08th day of January, 2007

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub section 1 of Section 10 of the Industrial Disputes Act 1947 (the Act for short) vide Government of India, Ministry of Labour, New Delhi Order No. L-12011/3/2003-IR (B-II) dated 8-6-2004. The terms of reference given in the schedule are as follows :

“Whether the claim of Union Bank Employees’ Trade Union Congress for upgradation of the pay scale of electricians working in Union Bank of India in Clerical cadre w.e.f. 1st January 1992 is legal and justified? If not, what relief the workmen concerned are entitled to?”

2. The reference in question is related to twelve workmen vide list Ex-A as follows :

1. Mr. N.J. Kamble, 2. A.W. Kinderley, 3. D.R. Patil, 4. S.L. Gosavi, 5. S. Kulaye, 6. S.R. Mule, 7. V.S. Kadam, 8. A.M. Yelve, 9. V.G. Parange, 10. A.G.H. Choudhari 11. T.V. Fernandes 12. S.A. Vaz.

3. The claim of the workmen has been espoused through the General Secretary, Union Bank Employees Trade Union Congress (hereinafter referred to as Union). Mr. S.B. Menon is the General Secretary of the Union. All the workmen are working as Electricians from the date of joining as shown in the list quoted above. They constitute a minor percentage of total member of employees of Union Bank of India (hereinafter referred to as Bank) They did not have the facility under any service rules or settlements for career progression. they have been languishing for the same post without any career progression. The demand

was raised by the Union vide letter dt. 06-11-1998 in that respect but the Bank did not consider. The dispute was raised and the matter was put up for conciliation before the concerned Conciliation Officer. The conciliation failed. Upon the receipt of the failure report of the conciliation, the Government of India refused to refer the matter vide order dt. 29-4-2003. This order was challenged by the Union before the Honourable High Court of Bombay vide writ petition No. 2636 of 2003. The Honourable High Court set aside the aforesaid order and directed the Government to make the reference which led to the instant reference.

4. The basis of the claim for career progression is alleged to be the judgement of the Honourable High Court of Bombay in Writ Petition No. 1418 of 1992 in between employees and the Management of State Bank of India, whereby the Honourable High Court of Bombay allowed the writ petition and the career progression to technical staff of State Bank of India. It is also alleged that the Bank discriminated by picking up one employee. Mr. Vijay Vaigankar from the technical staff. All the electricians had been treated at par with other non-technical staff below clerical cadre and all of them are called as sub-staff. However, the sub-staff in clerical cadre only have a scheme for career progression which is not available to the workmen under reference. The refusal to grant career progression to the workmen under reference is arbitrary and illegal.

5. A detailed written statement dt. 15-2-2006 has been filed by the Bank. The preliminary objection has been taken to the effect that the Union espousing the claim of the workmen is admittedly affiliated to Indian National Banks Employees Federation which is an industry level union and a party to various settlements including Memorandum of Settlement dt. 27-3-2000 relating to wages revision and changes in other service conditions entered into between Indian Bank’s Association (IBA for short) on behalf of various member Banks including Union Bank of India and the All India Bank Employees’ Association (AIBEA for short), National Confederation of Bank Employees (NCBE for short) and Indian National Bank Employees’ Federation (INBEF for short) representing workmen of various member Banks including Union Bank of India.

- “(i) This settlement shall be binding on the parties for five years from 1st November, 1997. Six months before the Settlement expires, the Unions may submit their charter of demands to the IBA. The negotiations will commence before the last three months of the expiry of the settlement.
- (ii) The terms and conditions here of shall continue to govern and bind the parties even thereafter until the Settlement is terminated by either party giving to the other a statutory notice as prescribed in law for the time being in force.
- (iii) The AIBEA, NCBE, BEFI, INBEF and NOBW on behalf of the workmen agree that during the operation of this Settlement the workmen will not raise any demand of any nature whatsoever on any of the banks in respect of matters covered by this Memorandum of Settlement.
- (iv) Copies of Memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in

Rule 58 of the Industrial Disputes (Central) Rules, 1957 so that terms and conditions thereof are binding on the parties as provided in law.”

6. In view of the Memorandum of Settlement dt. 27-3-2000, the workmen are stopped from raising any demand regarding wage revision or service conditions. Further clause 38 provides :

“If there is any difference of opinion regarding interpretation of any of the provisions of this Settlement the matter will be taken up only at the level of the Indian Bank's Association and the All India Bank Employees' Association, the National Confederation of Bank Employees, the Bank Employees' Federation of India, the Indian National Bank Employees Federation and the National Organization of Bank Workers, for discussion and settlement.”

The Union is affiliated to INBEF which is one of the signatory to the above referred Memorandum of Settlement and hence, the present reference is barred. Further, the Union has failed to show that it is a registered trade union to espouse the claim and Mr. Menon is authorized in the capacity of a General Secretary to take up the matter on behalf of the workmen. Mr. Menon has not filed the proof of membership of the workmen and the authorization on their behalf to espouse the claim. The Bank has also shown the details of the workmen and their affiliation to different Unions as quoted below :

Sr. No.	Name of the workmen	Name of the Union
1.	N. J. Kamble	United Bank Karmachari Sena
2.	A.W. Kinderley	Union Bank Employees' Association Affiliated to AIBEA.
3.	D. R. Patil	Union Bank Employees' Trade Union Congress
4.	S.L. Gosavi	Union Bank Karmachari Sena
5.	S.S. Kulaye	Union Bank Employees' Trade Union Congress
6.	S.R. Mule	Union Bank Employees' Trade Union Congress
7.	V.S. Kadam	Union Bank Employees' Trade Union Congress
8.	A. M. Yelve	Retired from the services of the Bank.
9.	V.G. Parange	Union Bank Employees' Trade Union Congress
10.	A.G.H. Choudhari	Union Bank Employees' Union (Affiliated to NCBE)
11.	T.V. Fernandes	Union Bank Employees' Trade Union Congress
12.	S.A. Vaz	All India Union Bank Employees' Association.

In view of the above, it is submitted that only six workmen are the members of the Union which has espoused the claim and hence the reference is bad. It is also submitted that the demand of up gradation w.e.f. 1-1-1992 is false and frivolous since some of the workmen have joined the Bank in the year 1997 namely; Mr. Kulaye, Mr. Mule and Mr. Vaz and they are bound by the terms and conditions of their appointment letters. They joined the Bank in the subordinate cadre and they cannot claim the career progression or upgradation with retrospective effect i.e. 1-1-1992. The order workmen were also appointed in subordinate cadre and they are also bound by the terms and conditions of their appointment letters. All the workmen are working as electricians and they are getting special allowance @ Rs. 1,170 p.m. Further, the discrimination as alleged is false. In fact, there is no discrimination at all in view of the higher qualification possessed by Mr. Vaingankar. He has been designated as Electrical Supervisor since the Bank needed one person for that post. It is also submitted that the Bank has well chalked out policies for all categories of employees including for those in the subordinate staff cadre. The promotion policy for promotion from subordinate staff cadre to clerical cadre is by way of a Settlement under the Industrial Dispute Act, 1947 with the majority Union operating in the Bank. The promotion policy dt. 1-3-1996 has been accepted by the Bank and the workmen are covered under that policy. The Bank conducted the examination accordingly from time to time. One of the workmen namely Mr. Vaz participated in the examination of promotion policy and has been declared successful. The other workmen have either not participated or declared unsuccessful in career progression.

7. Mr. Vijay Vaingankar who was designated as Electrical Supervisor as back as in the year 1979, since he had passed Electrical Supervisor Examination held by P.W.D. Govt. of Maharashtra and having First Class License, is entrusted with the following functions and responsibilities.

- Carrying out new electrical installations in the Bank's premises.
- Changing electrical wiring instalment as per the requirement of the Bank.
- Obtaining/taking extra power load from BEST/BSES/MSEB.
- Submission of applications/test reports to the above authorities.
- Carrying out the work according to the prescribed/sanctioned specifications.
- Verifying the material for installation being used.
- Supervision and overall control of the work performed by Electricians.
- _____

8. It is submitted that none of the workmen other than Mr. Vaigankar performs the aforesaid duties nor has equivalent qualification to that of Mr. Vaigankar. Hence,

there is no question of discrimination or picking up one person out of the entire lot of 12 workmen. It is also submitted that the facts of the case of the employees of the State Bank of India are quite different and the workmen cannot have any parity with that.

9. Despite the fact that a very detailed written statement referred to above, have been filed by the Bank, the Union chose not to file any rejoinder and gave in writing on 12-6-2006 that no rejoinder is to be filed. The non-filing of rejoinder implies that the Union has nothing to say about the categorical facts pleaded by the Bank in its written statement, as referred to above.

10. The Union filed the affidavit of S. B. Menon in lieu of his examination in chief. He was cross-examined on 19-10-2006 by the learned counsel for the Bank. He admitted therein that his Union is affiliated to Indian National Banks Employees' Federation, an industry level Union, which has entered into 7th Bipartite Settlement with All Nationalised Banks and also 8th Bipartite Settlement and as per clause 37 and 39, the said Settlement are binding including the Electricians of the Union Bank of India. He also admitted that the matter of career progression was not taken up with I.B.A. at the time of 7th or 8th Bipartite Settlement. He is not aware that Mr. Vaz has been declared successful as per promotion policy of the Bank and that the other workmen did not participate in the promotion policy. He is not aware that Mr. Yelve at Sr. No. 8 has taken voluntary retirement w.e.f. 1-1-2001. He also admitted that he has not filed the copy of the judgment of the Honourable High Court of the writ petition which would be produced in due course. He is not aware that each of the workmen had made any demand in this respect. The technical staff is a subordinate cadre to Non-Technical staff.

11. The Bank filed the affidavit of Shri Subash Chandra Kantharia in lieu of his examination in chief. He has reiterated the facts pleaded in the written statement. He has been cross-examined by the learned counsel for the Union whereby he admitted that he did not remember that the authority of the Union was not challenged before the Conciliation Officer or the Honourable High Court of Bombay. Mr. Vaz was promoted to clerical cadre in July/August, 2005 after participation in the promotion policies. There are 12 category of the subordinate cadre which are being mentioned at page No. 30 of Memorandum of Settlement dt. 27-3-2000 and 8 categories at page No. 77 of Bipartite Settlement dt. 3-6-2005. Mr. Vaingankar was initially a electrician. He was not upgraded but was given the designation of Electrical Supervisor taking into consideration the requirement of the Bank and also passing of Electrical Supervisor Examination held by P. W. D. Government of Maharashtra and obtaining a First Class License. He was given high salary with high basic. He denied to the suggestion of discrimination.

12. I have heard the counsel for the parties and gone through the record. The written submissions filed by the parties have also been perused.

13. The first point for discrimination as to whether the Union has the authority to espouse the claim. In this connection, it is clear on record that the authority on behalf of all the 12 workmen to espouse the claim is wanting on

record. No doubt, Mr. Menon is authorized to espouse the claim as the General Secretary of the Union but the Union is required to show that all the workmen under reference authorized him to espouse the claim on their behalf. The specific facts pleaded by the Bank in the written statement have not been denied. The Union has not filed proof of its membership with respect to all the 12 workmen. It appears that only six workmen are its member and they had raised the demand in the year 1998 with their signature vide Ex.-W-1 (The document filed by the Union itself). There is nothing on record to show that the other workmen authorized the Union to espouse the claim. Mr. Menon appears to be unaware of the facts on the basis of personal knowledge. He did not even know that Mr. Vaz has been declared successful in the examination of promotion policy or that Mr. Yelve has sought voluntary retirement in 2001, meaning thereby he cannot be said to have true knowledge of facts. In this view of the matter it can be safely concluded that the Union has no authority to espouse the claim on behalf of all the twelve workmen and that being so, the reference is liable to be dismissed.

14. Further, the existence of Memorandum of Settlement and Bipartite Settlement is there being very much available on record. Admittedly, one of the signatory to them is INBEF to which the Union is affiliated. Hence, 7th and 8th Bipartite Settlement are binding upon the Union. The demand for the alleged career progression was never taken up with Indian Banks Association which was the right forum for raising the demand. The specific provisions of Clause 37 and 39 of the Settlement quoted above bar the instant reference. There is nothing to show that the present reference is maintainable in view of the specific provisions of the Settlement which has a binding effect under Section 18(1) of the I.D. Act.

15. The basis of the demand under the reference is the judgement of Honourable High Court of Bombay in between the Employees and the Management of State Bank of India. The Union has specifically pleaded the number of writ petition of the case of Employees and the Management of State Bank of India as 1486 of 1992 through out. Even Mr. Menon, the General Secretary of the Union mentioned the same writ petition number in his affidavit. It is surprising that copy of the judgement has been filed for the first time today i.e. 8-1-2007 and it goes to show that the number of writ petition is 43 of 1993, meaning thereby a false affidavit has been filed by Mr. Menon without ascertaining the correct facts. The perusal of this judgement goes to show beyond doubt that the facts of the instant reference are different to the facts of the aforesaid judgement of the State Bank of India. In fact, the duties performed by the employees of the State Bank of India were identical and even interchangeable which is not the case over here. At present, there are 10 electricians since one has taken voluntary retirement, and one Mr. Vaingankar has been designated as Electrical Supervisor. the qualifications possessed by Mr. Vaingankar are definitely much higher to other Electrician. Nothing is available on record to show that every electrician have similar qualification as possessed by Mr. Vaingankar. There is nothing on record to show any discrimination in making Mr. Vaingankar as Electrical

Supervisor. He is now performing different duties and the duties performed by him are not interchangeable with other Electricians. The Bank has formulated a promotion policy for subordinate staff. It is open for all the Electrician to go through the process of promotion policy and in fact one of them has already been declared successful after participation in the said promotion policy. It is not correct to argue that there is any discrimination or that the Electrician have got no opportunity of promotion. In fact, a noble word has been coined in the present reference that the Electrician did not have career progression. The terms of the reference used the word 'upgradation of pay scale of electrician' and not the word career progression. The question of upgradation of pay scale can be taken up by the Union through Indian Banks Association and not otherwise. Further, it is incorrect in view of the promotion policy and the specific provisions of the Bipartite Settlement and Memorandum of Settlement. Each and every Electrician is bound by the terms and conditions of his appointment letter. The persons who joined after 1992, cannot he said to have any grievances at all since Mr. Vaigainkar had been designated as Electrical Supervisor as bank as in the year 1991. The demand of career progression raised for the first time in the year 1998 does not have any merits, in view of the specifically pleaded facts and the specific provisions of Bipartite Settlement and Memorandum of Settlement. The judgement of the State Bank of India Employees does not help in any manner, the Union in showing any merits in the demand made under the instant reference. All the Electrician are shown in the category of subordinate staff of the Bank and not the Technical category and they are getting Rs. 1,170 per month as Special Allowance.

16. Keeping in mind the discussions made above and the entire record of the case I conclude that the claim of Union Bank Employees' Trade Union Congress for upgradation of the pay scale of electricians working in Union Bank of India in Clerical cadre w.e.f. 1st January, 1992 is illegal and unjustified. The workmen are not entitled to any relief.

An Award is made accordingly.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 25 जनवरी, 2007

का.आ. 524.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 30/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-1-2007 को प्राप्त हुआ था।

[स. एल-12011/50/2001-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 25th January, 2007

S.O. 524.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 30/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur (U.P.) as shown in the Annexure, in the industrial dispute between the management of Allahabad Bank and their workmen, received by the Central Government on 24-1-2007.

[No. L-12011/50/2001-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA, PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

I.D. No. 30 of 2002

In the Matter of Dispute Between :

Vice President,
United Traders Union Congress
(U.P. Branch),
111-A/310, Ashok Nagar,
Kanpur-208012, U.P.

And

The Regional Manager,
Allahabad Bank,
117/H-1/168-A, Pandu Nagar,
Kanpur-208005, U.P.

AWARD

1. The Central Government, Ministry of Labour, New Delhi vide Notification No. L-12011/50/2001-I R (B-II) has referred the following dispute for adjudication to this Tribunal:—

"Whether the action of Regional Manager of Allahabad Bank, Kanpur in not appointing Mr. Pankaj Kumar on compassionate ground as a Sweeper after the death of his father and mother is legal and justified? If not, what relief the concerned workmen is entitled to?"

2. Tribunal is not inclined to detail full facts of the case as a bare perusal of schedule of Reference Order is quite indicative of the fact that there is no mention of date from which the claimant be held entitled for the relief as claimed by him in his Statement of Claim. It is further obvious of the fact that in case the action of the management in not appointing the claimant on compassionate ground on account of death in harness of his father, is held to be illegal, *abinitio void*. In that situation the Tribunal will have to consider the fact as to from which date claimant should be granted relief as claimed by him.

3. Moreover, a bare perusal of entire record would go to indicate that the workman has not led any evidence in support of his claim. In view of it authorized representative for the management on 28-12-2006 made an endorsement on the Order Sheet itself to the effect that since the workman has not led any oral evidence in support of his claim, management too is not inclined to adduce any evidence in support of their counter claim. Appointment on compassionate ground is not a legal right of the claimant.

4. It is settled legal position in industrial jurisprudence that it is for the workman who should prove his case before industrial forum by adducing cogent and reliable evidence in support of his claim.

5. A perusal of entire case file goes to indicate that the present dispute is a dispute where no evidence is available on behalf of either of the parties. Therefore Tribunal is badly handicapped to consider the merit of the case.

6. In view of foregoing discussion, it is quite clear that the instant case is a case of no evidence. Under these circumstances the workman cannot be held entitled for any relief whatsoever as claimed by the claimant for want of evidence from the side of claimant.

7. Therefore present reference is answered against the claimant for want of evidence and proof and in favour of the management.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 25 जनवरी, 2007

का.आ. 525.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबंध में निर्यातकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 81/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-1-2007 को प्राप्त हुआ था।

[सं. एल-12011/168/2002-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 25th January, 2007

S.O. 525.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 81/2002) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Kanpur (U.P.) as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen, received by the Central Government on 24-01-2007.

[No.L-12011/168/2002-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA, PRESIDING
OFFICER CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
SARVODAYA NAGAR, KANPUR, U.P.

I.D. No. 81 OF 2002

In the matter of dispute between

The General Secretary

U. P. Bank Karamchhari Sangh
45-A, Chandra Nagar Lal Bangla,
Kanpur U.P.

and

The Regional Manager

Punjab National Bank, Zonal Office 94,
Mahatama Gandhi Marg, Lucknow

AWARD

1. Central Government, Ministry of Labour, New Delhi vide Notification No. L-12011/168/2002-IR (B-II) dated 10-12-2002, has referred the following dispute for adjudication to this Tribunal—

“Whether the action of management of Punjab National Bank in Dismissing Sri Om Prakash Pandey from services w.e.f. 15-1-2001 is legal and justified? If not what relief he is entitled for?”

2. It is common ground that the workman Om Parkash Pandey was issued a chargesheet dated 15-9-1999 by the management opposite party directing the delinquent employee to submit his explanation within 7 days from the date of receipt of the chargesheet. The delinquent employee submitted his reply dated 21-10-99 to the opposite party. The disciplinary authority vide letter dated 26-10-99 informed the delinquent employee that having considered the reply it was found that the same was quite unsatisfactory therefore, it has been decided to hold a regular inquiry against the delinquent employee. By means of said letter one Sri Govind Chaturvedi an officer of the bank was also appointed as inquiry officer to hold inquiry against the workman. After concluding inquiry against the delinquent employee, enquiry officer submitted inquiry findings dated 13-4-2000 holding the workman guilty of the charges. Ultimately final orders were passed on 15-1-2001 by the disciplinary authority imposing punishment of removal from bank's service.

3. It has been pleaded by the workman in his statement of claim that the workman was placed under suspension by the opposite party bank on 17-1-2000, while he was working as peon at bank's H.A.L. Branch, Lucknow. Bank has also lodged a FIR with police station at Ghazipur Lucknow, under Section 406 and 420 IPC. On the request of the workman the said case was got investigated by special crime branch of police and the authorities of the crime branch vide its letter dated 28-6-2000 found the concerned workman to be not involved in the case instead

it found that Sri T. S. Gautam, Manager, C.T.O. Sidharth, C.T.O. and Head Cashier Sri Prem Lal Kureel were found involved in the said offences and recommended their trial by criminal court which is still pending which is numbered as case No. 20 of 2000. It has further been alleged by the workman that when bank failed in their false attempt to involve the workman in some criminal case but of annoyance the bank issued the workman false chargesheet in a planned manner to remove the workman from the service of the bank. It is also alleged by the workman that he was not afforded adequate opportunity of his defence by the bank, he was not provided copies of inquiry proceedings by the inquiry officer, and even without issuance of show-cause notice the workman was awarded extreme punishment of removal from the services of the bank straight away by the disciplinary authority which totally against the principles of natural justice and rules governing the service conditions of the workman. In the end the workman has prayed that the dismissal order dated 15-1-2001 be declared as illegal and unjustified and the workman be directed to be reinstated in service with continuity of service, with full back wages and all other consequential benefits.

4. The claim of the workman has been contested by the opposite party bank on variety of grounds, inter alia, alleging that the service conditions of the workman employees in the banking industry are governed by the provisions of Sastry Award, Desai Award and various Bipartite Settlements. The matter pertaining to procedure disciplinary action against the workmen staff is governed by Chapter 19-1st Bipartite Settlement, as amended upto date. It has been alleged that Sri Pandey while working as peon at BOHAL Lucknow was served with chargesheet dated 15-9-1999. Finding reply to the chargesheet submitted by the workman, the disciplinary authority vide its decision dated 26-10-1999 ordered departmental inquiry to look into the truthfulness of the allegations made vide chargesheet dated 15-9-1999. The enquiry officer conducted enquiry in accordance with the principles of natural justice during which all reasonable opportunities were afforded to the workman to present and defend his case. Delinquent employee was also permitted to represent himself during inquiry by a person of his choice. Enquiry officer submitted his report dated 13-4-2000 to the disciplinary authority holding the charges as proved. It is further alleged that finding was sent to the workman vide letter dt. 12-7-2000 to give his representation thereon. Sri Pandey however did not submit any representation on the report of the enquiry officer whereafter the disciplinary authority vide show-cause notice dated 21-10-2000 proposed punishment of dismissal without notice upon Sri Pandey. He was also advised to appear for the personal hearing on 18-11-2000 but he failed to avail the opportunity granted by the disciplinary authority without assigning any reason, however opportunity of personal hearing granted to the workman was adjourned to 25-11-2000 whereafter on the request of workman the personal hearing was adjourned to 13-1-2001 but he again failed to avail the opportunity and made yet another request for an adjournment which was

not acceded to by the disc. authority, who ultimately passed final orders dated 15-1-2001. It is also pleaded that the punishment awarded to the workman commensurate with the gravity of misconduct committed by him. There is no violation of rules governing the service conditions or violation of principles of natural justice in the conduct of domestic inquiry. In the end it has been pleaded by the bank that the tribunal be pleased to hold that the action of the bank in inflicting punishment of dismissal without notice upon the workman is just and fair and workman is not entitled for any relief as claimed by him.

5. After exchange of pleadings between the parties opposite party bank vide application dated 4-8-2004 has filed 3 documents in original alongwith inquiry proceedings.

6. Whereas workman has examined himself as W.W.1. in support of his claim none has been examined on behalf of the bank.

7. Arguments of the parties were heard at length by the tribunal and the tribunal has also gone through the entire records of the case, carefully.

8. At the outset it may be pointed out that it is surprising to note by the tribunal that whereas chargesheet is dated 15-9-1999 which is under judicial scrutiny before this tribunal still from the perusal of final order dated 15-1-2001 passed against the workman it is quite clear that the disciplinary authority has awarded punishment to the workman on chargesheet dated 5-9-1999. Management has palpably failed to support its case by filing relevant documentary evidence such as filing of charge sheet dated 5-1-1999 inquiry proceedings if held on the said chargesheet dated 5-1-1999 against the workman, show cause notice if any and reply of the workman to the said charge sheet dated 5-1-99 which is the basis of punishment of the concerned workman. In the absence of all such relevant document tribunal is totally handicapped to examine and appreciate the action of the management as alleged by them in the instant case. From the above, tribunal is of the firm opinion that the action of the management in removing the services of the workman w.e.f. 15-1-2001 can be safely held to be illegal and invalid in the absence of any inquiry against the workman on the basis of chargesheet dated 5-1-1999 found mentioned in the final orders passed by the disciplinary authority dated 15-1-1999.

9. For the reasons recorded above, it would be absolutely a futile exercise on the part of the tribunal to examine the merit of chargesheet dated 15-1-1999 as the workman has not been awarded any punishment by the disciplinary authority on chargesheet dated 15-1-1999. Accordingly it is held that the action of the management in removing the services of the workman w.e.f. 15-1-2001 is neither legal nor just, Workman is therefore held entitled for his reinstatement in service of the bank at the post from which he was removed w.e.f. 15-1-2001 with full back wages, continuity of service and other consequently benefits.

10. Reference is answered accordingly.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 25 जनवरी, 2007

का.आ. 526.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पटना के पंचाट (संदर्भ संख्या 13(सी)/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-1-2007 को प्राप्त हुआ था।

[सं. एल-12012/124/2003-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 25th January, 2007

S.O. 526.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No 13(C)/2005) of the Industrial Tribunal, Patna (Bihar) as shown in the Annexure, in the Industrial Dispute between the management of Central Bank of India and their workmen, received by the Central Government on 24-1-2007.

[No. L-12012/124/2003-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER INDUSTRIAL TRIBUNAL, PATNA

Reference Case No. 20 of 2005
13(C) of 2005

Between the management of Central Bank of India, Bhagalpur, Zonal Office, Maurya Lok Complex, Patna and their workman Dilip Kumar Mandal, resident of Mohalla Ramsar, P. S. Tatarpur, Bhagalpur.

For the Management : Shri Kamalesh Prasad, Manager,
HRD, Central Bank of India,
Regional Office, Gaya.

For the Workman : Shri B. Prasad, General Secretary,
Bank Employees Federation, Bihar,
Patna.

Present : Vasudeo Ram, Presiding Officer,
Industrial Tribunal, Patna.

AWARD

Patna, dated the 16th January, 2007

By adjudication order No. L-12012/124/2003-IR(B-II) dated the 16th September, 2003 Govt. of India, Ministry of Labour, New Delhi under clause(d) of Sub-section (i) and Sub-section (2-A) of Section 10 of Industrial Disputes Act, 1947 has referred the following dispute between the

management of Central Bank of India, Bhagalpur, Zonal Office, Maurya Lok Complex, Patna and their workman Shri Dilip Kumar Mandal, resident of Mohalla Ramsar, P. S. Tatarpur, Bhagalpur to this Tribunal for adjudication on the followings :

“Whether the action of the management of Central Bank of India, Bhagalpur in terminating the services of Shri Dilip Kumar Mandal is justified and legal? If not what relief the workman is entitled to?”

2. Both the parties have filed their respective written statements. The contention of the workman is that the management of Central Bank of India Nathnagar, Bhagalpur called for the names from the local Employment Exchange for appointment of peons. The name of the workman was forwarded by the Employment Exchange, Bhagalpur upon which the management of the Central Bank of India appointed Dilip Kumar Mandal on 17-9-1992. He performed the duties of a Peon from 10.00 A.M. to 6 P.M. every day on the instruction of the Manager. He was paid through Debit Vouchers of the Bank after 2 days or 3 days as per convenience of the management. He was asked by the management to take the payment in the name of Ajit Kumar Mandal, Sajit Kumar Mandal etc. He was not paid full wages though he performed the duties which was being performed by permanent peons, and thus the management failed to follow the principle of equal pay for equal work. The workman further contends that he worked from 17-9-1992 to 4-10-1996 uninterruptedly but suddenly his services was terminated without any notice or notice pay or retrenchment compensation and thus the management violated the provisions as contained u/s. 25F of Industrial Disputes Act, 1947. The management resorted to unfair labour practices as enumerated under Schedule V of Industrial Disputes Act, 1947. The workman claims that he be reinstated in service with back wages, his services be regularised as a full time peon under Bank's subordinate cadre and due wages for the period of his service be paid to him.

3. The contention of the management is that the Central Bank of India is a Nationalised Bank and as such it has to observe all constitutional provisions for making appointment. The Bank has its own requirement provisions and no body is authorised to make appointment ignoring the said rules. According to the management, Dilip Kumar Mandal was never recruited against any post, he however was engaged by the Branch Manager on daily wages intermittently as per need and he was always paid for his work. According to the management no relationship of Employer-Employee existed between the management of Central Bank of India and Dilip Kumar Mandal and Dilip Kumar Mandal never completed 240 days attendance in any calendar year. According to the management the claim made by the workman is neither legal nor justified and hence he is not entitled to any relief.

4. Upon the pleadings of the parties the following points arise out for decision :

- (i) Whether Dilip Kumar Mandal was appointed by the management of Central Bank of India on the post of Peon?
- (ii) Whether Dilip Kumar Mandal worked continuously for 240 days in any calendar year?
- (iii) Whether the action of the management of Central Bank of India in terminating the services of Shri Dilip Kumar Mandal is justified and legal?
- (iv) To what relief or reliefs, if any Dilip Kumar Mandal is entitled?

Point No. (i) :

5. Both oral and documentary evidence have been adduced on behalf of both the parties. On behalf of the management two witnesses namely Dilip Kumar Dutta (MW1) and Sudhir Kumar Sinha (MW 2) have been examined. On behalf of the workman none else than the workman Dilip Kumar Mandal (WW1) himself has deposed. The workman (WW1) has stated that his appointment was made through Employment Exchange. He has produced the photocopy of letter No. 1180 dated 3-9-1992 (Ext. W) sent from the Employment Exchange to the Branch Manager of Central Bank of India, Nathnagar Bhagalpur along with the annexure which shows that the names of five persons including the workman (Dilip Kumar Mandal) were forwarded for appointment on the post of Peon on the requisition of the Bank Manager, WW1 has stated that he received interview letter and thereafter, there was interview and after interview appointment letter was sent to his residence. The appointment letter has not been produced. As regards the same WW1 has stated that the Bank Manager took the said letter from him but no witness has been examined on behalf of the workman to support that there was interview and after the interview Dilip Kumar Mandal was selected and appointment letter was sent to his house. There is also no supporting evidence that the Bank Manager took the said appointment letter from the workman. The interview letter has not been produced nor any reasonable explanation for non production of the same has been given by the workman. The workman has filed the copy of letter dated 31-1-1996 along with the copy of School Leaving Certificate, Caste Certificate and Employment Exchange Card (Ext. W/2-series) and has stated that his name was recommended to Regional Office for regularisation. From the said documents it does not transpire that the said letter was sent for regularisation of the workman.

6. On behalf of the management photocopy of as many as 70 vouchers have been filed (Ext. M to M 69). The said copy of vouchers have been proved by (M.W.1). M.W. 2 has stated that he is posted in Nathnagar Branch of Central Bank of India from 30-12-1980. He has proved the signatures of the workman on the vouchers and the

signatures have been marked Ext. M/70 to M/135. The said vouchers relate to the payment made to the workman Dilip Kumar Mandal. M. W. 2 has stated that Dilip Kumar Mandal worked as daily wager and he used to clean the bank and also served water to the employees. He has denied that Dilip Kumar Mandal worked as Peon in that Branch. The vouchers Ext. M. to M/69 show that Dilip Kumar Mandal was paid for casual work done by him in the said bank. Thus from the discussion made above I find that from the evidence adduced on behalf of the management it stands proved that Dilip Kumar Mandal worked as daily wager in that Bank and the workman has failed to prove that interview letter was sent to him, he was interviewed and appointed as peon and he worked as peon in the bank and his name was recommended for regularisation. This point is decided accordingly.

Point No. (ii) :

7. The workman has stated that he worked in that bank from 17-9-1992 to 4-10-1996. In support of the same he has filed the details of work done by him (Ext. W/1). From the statement of the workman (WW1) it appears that the said chart was prepared by him. The same has not been authenticated by any authority. The workman has stated that he worked more than 240 days in a calendar year. Neither oral nor documentary evidence in support of the same has been produced. Chart (Ext. W/1) can not be accepted as authentic document on that point. As against that from the vouchers through which payments were made to the workman the said convention of the workman is falsified. Under the circumstances discussed above I find that the workman has failed to show that he worked 240 days or more in a calendar year. This point is decided accordingly.

Point Nos. (iii) & (iv) :

8. I have already discussed and found above that the workman has failed to prove that he was appointed as peon in Central Bank of India, Nathnagar Branch. I have found that he worked as daily wager. The evidence adduced on behalf of the management show that the work on daily wages was taken from him occasionally, not regularly. I have also found that the workman has failed to prove that he worked 240 days in any calendar year. Under the circumstances I find that the workman was neither entitled to notice nor notice pay or retrenchment compensation when his engagement as daily wager was discontinued. I also find that since there was no relationship of Employer and Employee between the parties the question of termination of the services of the workman does not arise. Since Dilip Kumar Mandal was not the employee of Central Bank of India he is not entitled to any relief. These points are decided accordingly.

9. In the result I find and hold that since the workman Dilip Kumar Mandal was not in the services of the management of Central Bank of India, the question of

termination of his services does not arise. I also find and hold that workman Dilip Kumar Mandal is not entitled to any relief.

10. And that is my Award.

VASUDEO RAM, Presiding Officer

नई दिल्ली, 25 जनवरी, 2007

का.आ. 527.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार युनियन बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 14/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-1-2007 को प्राप्त हुआ था।

[सं. एल-12012/243/95-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 25th January, 2007

S.O. 527.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No 14/1997) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workmen, which was received by the Central Government on 24-1-2007.

[No.L-12012/243/95-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA, PRESIDING
OFFICER CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, KANPUR

I.D. No. 14 of 1997

In the matter of dispute between :

Sri Raj Kumar Goel, S/o Sri Roshan Lal

13/351, Mohalla Mamu Bhanja

Aligarh, U.P.

AND

Assistant General Manager

Union Bank of India

Bhagwan Takies Crossing

Agra, U.P.

AWARD

1. Central Government, Ministry of Labour,
New Delhi vide Notification No. L-12012/243/95-I.R. (B-2)

dated 30-12-1997 has referred the present dispute for adjudication as under—

“Whether the action of the management of Union Bank of India, Agra to voluntary retire from service w.e.f. 15-03-1995 to Sri R.K. Goel, Sub-staff, Main Branch, Aligarh, is legal and justified? If not, to what relief he is entitled?”

2. At the outset it may be pointed out that on an earlier occasion an Award was rendered against the workman by this Tribunal on 12-05-1998 in the instant case. The workman being aggrieved by the Award of this Tribunal challenged the legality and propriety of the Award before the Hon'ble High Court of Judicature at Allahabad, by way of filing the Civil Misc. Write Petition No. 37299 of 1998. The Honble High Court by means of its judgment and Order dated 17-09-2003 has remanded the case back to this Tribunal for decision afresh on merit.

3. The case as set up by the workman in his statement of claim in brief is that he was working as Peon cum Waterman at Aligarh branch of the opposite party Bank w.e.f. 01-07-1975.

4. In June 1992 he was promoted as bill collector and later on he was transferred from Pathar Bazar branch to Gandhi Eye Hospital Extension Counter of the bank on 26-05-1993 and he was again taken back at Aligarh branch on 08-06-1993. After his joining at the branch, the then Branch Manager insisted that the workman should deposit Rs. 5,500 which he had taken for LFC and no account was given. In the mean time the workman was not allowed to perform his work at the branch by the Manager of the branch. On 16-02-1995, the workman was issued a letter by the Branch Manager about cessation of work w.e.f. 15-03-1995 because of his continuous absence and consequent deemed voluntarily retirement. In fact the applicant had never received such a letter. In any case this letter is illegal hence his deemed cessation of work w.e.f. 15-03-1995 is bad in law.

5. The opposite party Bank has, inter alia, alleged that the reference is bad on the ground that the date of deemed cessation of voluntarily retirement as given in reference Order is 15-03-1996, therefore, there is variance between the date of deemed cessation of work and date as given in reference Order. This fact has been admitted by the workman in his rejoinder and workman had submitted that he had approached the appropriate Government for necessary amendment.

6. The tribunal finding that there is variance between the deemed cessation of service of the workman, recorded a finding that there had been no cessation of work on account of voluntarily retirement on 15-03-1996 therefore it cannot be determined if this cessation is bad or not and accordingly recorded an Award against the workman holding that the workman is not entitled for any relief.

7. It was this finding of the tribunal that was challenged by the workman before the Hon'ble High Court of Judicature at Allahabad.

8. The Hon'ble High Court while finally deciding the Write Petition No. 37299 of 1998 by means of its judgment and Order dated 17-09-2003 wherein it was categorically held as under—

"The Labour Court has failed to exercise jurisdiction vested in it and has declined to decide the dispute on merits on the ground that date of retirement given in the reference Order as 15-03-1996 is wrong. The view taken by the tribunal is non-existent in view of the corrigendum issued by the Government of India correcting the date in Reference Order. Even otherwise he ought to have decided on merits when there was no dispute between the parties regarding the date of termination and it was admitted by them that the date of termination was 15-03-1995 and not 15-03-1996 as is in the reference Order."

9. The workman vide application dated 28-10-2003 has produced the original certified copy of the order of the Hon'ble High Court passed on 17-09-2003 in Civil Misc. Write Petition No. 37299 of 1998, thereupon notices were issued to the contesting parties from the tribunal. In response to the notice of the tribunal contesting parties put in their respective appearances before this Tribunal on various dates and filed their respective claims and counter claims reiterating earlier statement of claim and written statement with little difference that after remand of the case the workman has filed his claim statement on affidavit stating therein that the workman was although still is willing to resume his duties and he is still unemployed.

10. After exchange of pleadings between the parties both contesting parties have lead photocopies of documents. It may be noted that photocopies of documents are not acceptable as a piece of evidence unless corroborated by other acceptable evidence under law and as per provisions of Evidence Act. The Tribunal by means of its Order dated 18-05-2006 has allowed the application for adjournment on payment of Rs. 200 as cost and fixed 08-06-2006 for evidence of parties. On 08-06-2006, the case was adjourned to 13-07-2006 on the oral request of the workman. On 13-07-2006 both parties jointly requested for adjournments which was allowed and the case was fixed for evidence of the parties at New Delhi. On 07-08-2006 workman in person was present whereas Sri M. L. Agarwal, authorized representative was present before the Tribunal. Work produced/adduced his evidence and he was cross examined at the hand of the authorized representative for the management thereafter, the case was fixed for evidence of the management, on 14-08-2006. On 14-08-2006 when the case was taken up for hearing, workman appeared in person whereas none appeared from the management/opposite party. On 30-08-2006 management again moved an application for adjournment which was allowed and

07-09-2006 was again fixed for arguments. Management yet again moved an application for recall of Order dated 14-08-2006 supported with affidavit by means of which opposite party was debarred from adducing evidence in the case. The said application of the opposite party was ultimately allowed and Order dated 14-08-2006 was recalled on payment of cost of Rs. 500 and management was directed to adduce their evidence by 26-09-2006. When the Bank failed to adduce evidence case was again listed for management evidence on 27-09-2006 after passing a detailed Order on 26-09-2006. Again on 27-09-2006 management applied for adjournment which was allowed on payment of cost of Rs. 500 and the case was listed for 05-10-2006 for evidence by management. Management further moved application for adjournment on 05-10-2006 which was allowed on payment of cost of Rs. 750 and the case was posted for evidence of management on 27-10-2006. Management on 27-10-2006 once again moved application for adjournment instead of adducing evidence which was rejected by the tribunal by means of a detailed Order and the case was fixed for final arguments of the parties on 21-11-2006. Again on 21-11-2006 the authorized representative for the bank sought adjournment for which was allowed and the case was posted on 28-11-2006 for arguments. When the case was taken up for arguments on 28-11-2006 management once again tried to recall the Order dated 27-10-2006 whereby the management was debarred from adducing evidence which was rejected by the Tribunal after passing a detailed Order and the arguments in the case was heard on behalf of the bank and workman as well.

11. Heard the arguments of the contesting parties at length and have also perused the records of the base carefully and have also gone through the written arguments submitted by the workman.

12. In view of the position explained above, it is quite clear that the opposite party Bank has miserably failed to adduce evidence after availing a number of opportunities granted by the tribunal, thus virtually it is a case in which no evidence is available on behalf of the management in support of their claim against the claim of the workman before the Tribunal.

13. Firstly it has been argued on behalf of the workman that authorities of the opposite party Bank were not competent to invoke the provisions of para 17 of Bipartite Settlement which is on the subject of Voluntary Cessation of Employment by the Employee of the Bank in the case of the workman as the case of the workman was not remaining out of Employment without information of sanctioned leave. It has also been argued by the workman that the workman made repeated request before the authorities of the Bank in writing to allow him to resume his duties, but all in vain.

14. To appreciate this argument advanced by the workman it would be relevant to go through the provisions of para 17 of the Bipartite Settlement which is the service

condition of the workman which goes as under—

Para 17 of Bipartite Settlement

Voluntary Cessation of Employment by the Employee

The earlier provisions relating to the voluntary cessation of employment by the employee in the earlier settlement shall stand substituted by the following—

- (a) When an employee absents himself from work for a period of 90 or more consecutive days, without submitting any application for leave or for its extension or without any leave to his credit or beyond the period of leave sanctioned originally/subsequently or when there is a satisfactory evidence that he has taken up employment in India or when the management is reasonably satisfied that he has no intention of joining duties, the management may at any time thereafter give a notice to the employee at his last known address calling upon him to report for duty within 30 days of the date of the notice, stating *inter alia* the grounds for coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence where available. Unless the employee reports for duty within 30 days of the notice or gives an explanation for his absence within the said period of 30 days satisfying the management that he has not taken up another employment or avocation and that he has no intention of not joining duties, the employee will be deemed to have voluntarily retired from the bank's service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter within 30 days from the date of the expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules of service.
- (b) When an employee goes abroad and absents himself for a period of 150 or more consecutive day without submitting any application for leave, or for its extension or without any leave to his credit or beyond the period of leave sanctioned originally/subsequently or when there is a satisfactory evidence that he has taken up employment outside India or when the management is reasonably satisfied that he has no intention of joining duties, the management may at any time hereafter give a notice to the employee at his last known address calling upon him to report for duty within 30 days of the date of the notice, stating, *inter alia* the grounds for coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence, where available. unless the employee reports for duty within 30 days of the notice or gives an explanation for his absence

within the said period of 30 days satisfying the management that he has not taken up another employment or avocation and that he has no intention of not joining duties, the employee will be deemed to have voluntarily retired from the Bank's service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply, he shall be report for duty thereafter within 30 days from the date of expiry of the aforesaid notice without prejudice to the Bank's right to take any action under the law or rules of service. .

- (c) If an employee again absents himself within a period of 30 days without submitting any application after reporting for duty in response to the notice given after 90 days or 150 days absence, as the case may be, the second notice shall be given after 30 days of such absence giving him 30 days time to report. If he reports in response to the second notice, but absents himself a third time from duty within a period of 30 days without application, his name shall be struck off from the establishment after 30 days of such absence under intimation to him by registered post deeming that he has voluntarily vacated his appointment.

15. Therefore from a bare perusal of the aforesaid provision the management was under obligation to have come at its subjective decision after conducting enquiry to enquire as to whether or not the workman was employed elsewhere and that the workman has no intention of joining duties under the aforesaid clause of Vth Bipartite Settlement. There is nothing on record to show that the management had ever conducted any enquiry in this regard before invoking the above said provisions and treating the workman to have voluntarily abandoned the employment of the bank. It is the specific case of the Bank before this Tribunal in the above said I.D. Case that the workman remained on unauthorized absence. If it is so in that event workman should have been given chargesheet and a detailed enquiry should have been conducted against the workman by invoking the provisions of Para 19.5 or 19.6 of 1st bipartite Settlement dated 19-10-1966 i.e. service conditions between the parties. It is stated by the bank that by means of notice dated 16-2-1995 under the aforesaid provisions the workman was voluntarily retired from bank's service w.e.f. 15-3-1995. A perusal of the entire record of the case would go to show that the bank has not filed the letter dated 16-2-1995 by means of which it is alleged that the workman was treated to have voluntarily retired from the service of the bank w.e.f. from 15-3-1995. In the absence of this vital document, Tribunal is totally handicapped to arrive at the definite conclusion as to on what grounds the workman has been treated to have voluntarily retired from the services of the Bank w.e.f. 15-3-1996. It also appears

that the bank with ulterior motive and malafide intention has retained the letter dated 16-2-1995 with them.

16. Under the facts and circumstances indicated above the argument stand of the management in the present case can not be believed at all for want of relevant document i.e. notice dated 16-2-1995, which is the sole basis of the present dispute.

17. In any view of the matter the action of the management cannot be upheld by this Tribunal being in violation of relevant rules, under which the action against the workman was taken by the management. Accordingly it is quite clear that the present case is not a case of voluntarily cessation of employment by the workman. Rather it is a case where workman has been removed illegally by the bank w.e.f. 15-3-1995, in violation of relevant provisions of service rules and provisions of I.D. Act as well.

18. Therefore, Tribunal feels no hesitation to arrive at a definite conclusion that the action of the management against the workman is highly illegal and inoperative in the eye of law.

19. After considering the arguments advanced by the contesting parties before the Tribunal and evaluating the conduct of the management in the instant case it is quite clear that the bank has miserably failed in adducing evidence in support of their case. It is settled position of law that in the absence of evidence, arguments merely on the basis of pleadings raised by the party, is meaningless.

20. It is also clear from the record that the workman has substantiated his claim by adducing evidence before the Tribunal. Under these circumstances it would be futile exercise to examine the factual position of the case as bank has not filed relevant document which is letter dated 16-2-1995 by means of which it is alleged that workman has voluntarily retired from service of the Bank.

21. From the record of the case it is very much clear that the workman was neither given any opportunity of being heard nor any disciplinary action was taken against him before treating the workman to have voluntarily retired from the service of the bank on account of his remaining on unauthorized absence from the services of the bank. It is also not in dispute that the workman was a permanent employee of opposite party bank. Clause 17 of Bipartite Settlement which is a service condition is on the subject of voluntary cessation of employment by the employee which was used in the case of workman nowhere prescribes that the authorities of the bank are empowered to exercise this provision in a case where an employee of the bank remains absent from his duty without affording him opportunity of being heard or without adhering the rules of natural justice and without taking any disciplinary action against such employee under rules.

22. The authorized representative for the bank was pinpointed to explain the position during the course of

arguments by the Tribunal on the above point, but he palpably failed to satisfy the Tribunal on the point by reading the relevant clause of the Bipartite Settlement.

23. From this point of view the action of the bank, *prima-facie*, appears to be wholly illegal and unfair. According to the view of the Tribunal, the workman could not have been removed from service w.e.f. 15-3-1995, without there being any disciplinary action against him for his unauthorized absence by the Bank.

24. In support of his submission the workman has placed reliance on the law laid down by the Hon'ble Supreme Court in the case of General Manager, Vijaya Bank and another *Versus* Pramod Kumar Gupta, passed on 24-8-2006 in Civil Appeal No. 3676 of 2006. The law laid down by the Hon'ble Supreme Court of India in the case (supra) applies with full swing in the instant case.

25. Having considered the overall facts and circumstances of the case, it is held that the action of the opposite party management of Union bank of India, Agra, to voluntary retire from service w.e.f. 15-3-1995, in view of corrigendum issued by the Government of India, to Sri R. K. Goel, Sub-staff, Main Branch, Aligarh, is neither legal nor justified. Consequently workman is held entitled to be reinstated in service with full back wages and all consequential benefits together with seniority. Accordingly management is directed to reinstate the workman in service after expiry of 30 days from the date of publication of Award and to pay him entire back wages failing which Bank will be liable to pay compound interest pendent elite and future interest @ 10% p.a.

26. Reference is answered accordingly in favour of the workman and against the management in above terms.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 25 जनवरी, 2007

का.आ. 528.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार साउथ इस्टर्न रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, श्रम न्यायालय नागपुर के पंचाट (संदर्भ संख्या 194/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-1-2007 को प्राप्त हुआ था।

[सं. एल-41012/205/2002-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 25th January, 2007

S.O. 528.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 194/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the management of South

Eastern Railway and their workman, received by the Central Government on 25-01-2007.

[No. L-41012/205/2002-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SRI A. N. YADAV PRESIDING OFFICER CGIT-CUM-LABOUR, NAGPUR

Case No. CGIT/NGP/194/2003 Date : 16-1-2007

Petitioner : Shri Dushyant Bharatlal Devangan,

Party No. 1 Through the President, Parcel Porter Sanghatna, S. E. Railway, Nagpur Div, Sugatnagar, Qr. No. MIG-42, P. O. Uppalwadi, Nagpur-26[MS]

Versus

Respondent : Sr. Divisional Commercial Manager,
Party No. 2 South Eastern railway, Nagpur Division,
Nagpur -440001 (MS).

AWARD

(Dated : 16th January, 2006)

1. The Central Government after satisfying the existence of disputes between Shri Dushyant Bharatlal Devangan, Through President Shri Parcel Porter Sanghatna, S. E. Railway, Nagpur Div. Sugatnagar, Qr. No. MIG-42, P. O Uppalwadi, Nagpur-26 [MS] Party No. 1 and Sr. Divisional Commercial Manager, South Eastern Railway, Nagpur Division, Nagpur-440001 (MS) party No. 2 referred the same for adjudication to this Tribunal vide its Letter No. L-41012/205/2002-IR (B-I) Dtd. 27-06-2003 under clause (d) of sub section (1), and sub section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following schedule.

2. "Whether the action of the management of the South Eastern Railway, Nagpur Divisional, Nagpur (MS) in denying regularization and absorption as Parcel Porter/Hamal to Shri Dushyant Devangan S/o Shri Bharatlal Devangan is justified? If not, to what relief, the workman concerned is entitled?"

3. The above case was fixed for filing the Statement of claim on behalf of the petitioner. However, today the General Secretary Shri Rajesh Supatkar, Union Parcel Porter Sanghatna, South Eastern Railway, Nagpur Division, Nagpur has filed the Pursis in the above case that he wants to withdraw the case. One dispute bearing No. 192/2003 filed by this Union on behalf of the 19 petitioners including the petitioner is pending, which is on similar issue and for ventilating the grievances of the same workman by whom an above individual case have been filed. In view of their common nature and double proceedings the petitioner wants to withdraw the present case. Accordingly his application is allowed, he is

permitted to withdraw the case unconditionally. Thus the above cases stands as dispose off for want of prosecution.

Hence this award.

Dated : 16-01-2007 A. N. YADAV, Presiding Officer

नई दिल्ली, 25 जनवरी, 2007

का.आ. 529.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार साउथ ईस्टर्न रेलवे के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 175/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-1-2007 को प्राप्त हुआ था।

[सं. एल-41012/206/2002-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 25th January, 2007

S.O. 529.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 175/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure. In the Industrial Dispute between the management of South Eastern Railway and their workmen, received by the Central Government on 25-01-2007.

[No. L-41012/206/2002-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SRI A. N. YADAV, PRESIDING OFFICER CGIT-CUM-LABOUR, COURT NAGPUR

Case No. CGIT/NGP/175/2003 Date : 16-1-2007

Petitioner : Shri Maniklal Dehubar Devangan,

Party No. 1 Through the President, Parcel Porter Sanghatna, S. E. Railway, Nagpur Div, Subatnagar, Qr. No. MIG-42, P. O. Uppalwadi, Nagpur-26 [MS]

Versus

Respondent : Sr. Divisional Commercial Manager,
Party No. 2 South Eastern Railway, Nagpur Division,
Nagpur -440001 (MS).

AWARD

(Dated : 16th January, 2007)

1. The Central Government after satisfying the existence of disputes between Shri Maniklal Dehubar Devangan, Through President Parcel Porter Sanghatna, S. E. Railway, Nagpur Div. Sugatnagar, Qr. No. MIG-42, P. O Uppalwadi, Nagpur-26 [MS] Party No. 1 and Sr. Divisional Commercial Manager, South Eastern Railway, Nagpur Division, Nagpur-440001 (MS) party No. 2 referred the same for adjudication to this Tribunal vide its Letter

No. L-41012/206/2002-IR (B-1) Dtd. 27-06-2003 under clause (d) of sub section (1) and sub section (2A) (B-1) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following schedule.

2. "Whether the action of the South Eastern Railway, Nagpur Divisional, Nagpur (MS) in denying regularization and absorption as Parcel Porter/ Hamal to Shri Maniklal Devangan s/o Dehubar Devangan is justified? If not, to what relief, the workman concerned is entitled?"

3. The above case was fixed for filing the Statement of Claim on behalf of the petitioner. However, today the General Secretary Shri Rajesh Supatkar, Union Parcel Porter Sanghatna, South Eastern Railway, Nagpur Division, Nagpur has filed the Pursis in the above case that he wants to withdraw the case. One dispute bearing No. 192/2003 filed by this Union on behalf of the 19 petitioners including the petitioner is pending, which is on similar issue and for ventilating the grievances of the same workman by whom an above individual case have been filed. In view of their common nature and double proceedings the petitioner wants to withdraw the present case. Accordingly his application is allowed, he is permitted to withdraw the case unconditionally. Thus the above cases stands as dispose of for want of prosecution.

Hence this award.

Dated : 16-01-2007

A. N. YADAV, Presiding Officer

नई दिल्ली, 25 जनवरी, 2007

का.अ. 530.-औद्योगिक विवाद अधिनियम, 1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न कोलफील्ड्स लिमिटेड के प्रबंधन को संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 112/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-1-2007 को प्राप्त हुआ था।

[सं. एल-22012/302/89-आई आर (सी-11)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 25th January, 2007

S.O. 530.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 112/2004) of the Central Government Industrial Tribunal/Labour Court, Nagpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Western Coalfields Limited and their workman, which was received by the Central Government on 25-01-2007.

[No. L-22012/302/189-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SRI A. N. YADAV, PRESIDING OFFICER CGIT-CUM-LABOUR, NAGPUR

Case No. CGIT/NGP/112/2003

Date : 16-1-2007

Petitioner : Shri H. M. Bawane, Through The Secretary

Party No. 1 Shri W. U. Lalsare, Lal Zanda Coal Mines
Mazdoor Union (CITU), Mahakali Colliery,
PO. & Dist. Chandrapur (MS)

Versus

Respondent : The Chief General Manager,

Party No. 2 M/s Western Coalfields Limited,
Chandrapur, Tah. & Distt. Chandrapur
(MS).

AWARD

(Dated : 16th January, 2007)

1. Central Government after satisfying the existence of disputes between Shri H. M. Bawane, Through the Secretary, Shri W. U. Lalsare, Lal Zanda Coal Mines Mazdoor Union (CITU), Mahakali Colliery, Po. & Dist, Chandrapur (MS) Party No. 1 and The Chief General Manager, M/s Western Coalfields Limited, Chandrapur, Tah. & Dist. Chandrapur (MS). Party No. 2 referred the same for adjudication to this Tribunal vide its Letter No. L-22012/302/89-IR (C-II) Dt. 13-03-1990 under clause (d) of sub section (1) and sub section (2A) of section 10 of Industrial Dispute Act, 1947 [14 of 1947] with the following schedule.

2. "Whether Shri H. M. Bawane, Clerk Gr. I of Mahakali Colliery (Under Chanada Rayatwari CGM Chandrapur Area) is entitled to get promotion of Clerk Gr. Special from 1-1-1998 by the CGM, M/s. W.C.L. Ltd. Chandrapur Area (Maharashtra) ? If so, to what relief, the workman concerned is entitled?"

3. Today the case was fixed for the argument. However, the petitioner is not attending the court from longtime and today also he is absent. It appears that the reference has come to the Jabalpur Court and later on it was stands for to this tribunal for ad-judication consequent upon the establishment of this Tribunal. It appears that the petitioners are not at all interest in this case. Today a representative of the management has filed their application mentioning that the petitioner has already been promoted in the year 1991 as a Clerk Grade Special. Later on he was promoted as an office superintendent and therefore now there is no dispute in the existence regarding the promotion of the petitioner. Perhaps this may be the reason for not attending the court by him. Hence the case is disposed of and the reference is answered that now their remains no dispute. Hence this no dispute award.

Dated : 16-01-2007

A. N. YADAV, Presiding Officer

नई दिल्ली, 25 जनवरी, 2007

क्र.आ. 531-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न कोलफील्ड्स लिमिटेड के प्रबंधन के संबंध में निर्यातकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 126/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-1-2007 को प्राप्त हुआ था।

[सं. एल-22012/152/2002-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 25th January, 2007

S.O. 531—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 126/2003) of the Central Government Industrial Tribunal—Labour Court, Nagpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Western Coal Fields Limited and their workman, which was received by the Central Government on 25-1-2007.

[No.L-22012/152/2002-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SRI A.N. YADAV PRESIDING OFFICER
CGIT-CUM-LABOUR, NAGPUR

Case No. CGIT/NGP/126/2003 Date: 9-1-2007

Petitioner : SHRI PRAKASH THULKAR,
Party No. 1 Through President Shri P. B.
Waghamare, Lal Zanda Coal
Mines Mazdoor Union [CITU], Br.
Central Workshop Tadali, Po. Tadali,
Dist. Chandrapur [MS]

Versus

Respondent : The General Manager, Wari North
Party No. 2 Area Ukni of Western
Coalfields Limited, Post Ukni, Tah.
Wani, Dist. Chandrapur [MS]

AWARD

(Dated: 9th January, 2007)

1. The Central Government after satisfying the existence of disputes between Shri Prakash Thulkar, Through President Shri P. B. Waghamare, Lal Zanda Coal Mines Mazdoor Union [CITU], Br. Central Workshop Tadali, Po. Tadali, Dist. Chandrapur [MS] Party No. 1 and The General Manager, Wani North Area Ukni of Western Coalfields Limited, Post Ukni, Tah. Wani, Dist. Chandrapur [MS] Party No. 2 referred the same for adjudication to this Tribunal vide its Letter No. L-22012/152/2002-IR (CM-II) Dt. 8-5-2003 under clause (d) of sub-section (1) and

sub-section (2A) of Section 10 of Industrial Dispute Act, 1947 [14 of 1947] with the following schedule.

2. "Whether the action of the management in relation to Central Workshop Tadali of Western Coalfields Limited in not granting designation of Welder Category-V to Shri Prakash Thulkar consequent upon his joining in Central Workshop Tadali and subsequently not granting him promotion as Welder category-VI on 1-1-1995 and as Assistant Foreman [E&S]-C on 1-1-1999 is legal and justified? If not, to what relief is the workman entitled and from what date?"

3. The petitioner and the management representative have filed a copy of settlement which has taken place out of the court. The original was called and the parties have submitted the original also, which are having signature of representing Union, Workman and on behalf of Management, Chief Personal Manager and Shri Rai from the Central Workshop. It is signed by witnessed also. There are no reason the discard the settlement the terms of settlement are as under :—

- i. That the W. C. L. Tadali Workshop Management and Lal Zanda Coal Mines Management Union [CITU] and the workman Shri Prakash Thulkar has entered in the settlement in Form 'H' under ID Act 1947 on 1-10-2004 [enclosed Annexure 'A'].
- ii. That, the terms and condition of settlement has already been implemented by promoting to Shri Prakash Thulkar as Asstt. Foreman [Mechanical] T & S Cr. 'C' from 12-6-2004 [enclosed Annexure 'B']
- iii. That, there is no dispute exists between the Management and the Workman and it has been resolved finally.

4. In view of the above settlement no dispute award is passed because now there remain no dispute.

Hence this award.

Dated: 9-1-2007 A. N. YADAV, Presiding Officer

नई दिल्ली, 25 जनवरी, 2007

क्र.आ. 532-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न कोलफील्ड्स लिमिटेड के प्रबंधन के संबंध में निर्यातकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 111/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-1-2007 को प्राप्त हुआ था।

[सं. एल-22012/314/89-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 25th January, 2007

S.O. 532— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 111/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Western coal fields Limited and their workman, which was received by the Central Government on 25-1-2007.

[No. L-22012/314/89-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer
ANNEXURE

**BEFORE SRI A. N. YADAV PRESIDING OFFICER
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/111/2004 Date: 16-1-2007

Petitioner : Shri B. T. Ramteke & 3 Others,
Party No. 1 Through the Secretary, Lal Zanda Coal
Mines Mazdoor Union [CITU], Anand
Bhawan, Bhanapeth, PO. and Dist.
Chandrapur [MS]

Versus

Respondent : The Sub Area Manager, Chanda Rayatwari
Party No. 2 Colliery, Sub Area of W. C. L., PO. and
Dist. Chandrapur [MS]

AWARD

(Dated: 16th January, 2007)

1. The Central Government after satisfying the existence of disputes between Shri B. T. Ramteke and 3 Others, Through The Secretary Lal Zanda Coal Mines Mazdoor Union [CITU], Anand Bhawan, Bhanapeth, PO. and Dist. Chandrapur [MS] Party No. 1 and the Sub Area Manager, Chanda Rayatwari Colliery, Sub Area of W.C.L., PO. and Dist. Chandrapur [MS] Party No. 2 referred the same for adjudication to this Tribunal vide its Letter No. L-22012/314/89-IR (C-II) Dt. 23-3-1990 under clause (d) of sub section (1) and sub section (2A) of Section 10 of Industrial Dispute Act, 1947 [14 of 1947] with the following schedule.

2. "Whether Shri B. T. Ramteke, Sri S. V. Wangalwar, Sri E. F. Shende and Sri K. B. Shende, Clerks Grade-II of Mahakali Colliery of M/s. W. C. Ltd., are entitled to get the promotion in Clerical Grade-I from 1-1-1985 by the sub Area Manager, Chandra Rayatwari of W. C. Ltd., PO and Dist. Chandrapur [MS]? If so, to what relief the workmen concerned are entitled?"

3. Today the case was fixed for the argument. However, the petitioners are not attending the court from longtime and today also they are absent. It appears that the reference has come to the Jabalpur Court and later on it was transferred to this tribunal for adjudication

consequent upon the establishment of this Tribunal. It appears that the petitioners are not at all interest in this case. Today a representative of the management has filed their application mentioning that all the petitioners have already been promoted as a Clerk Grade Special w.e.f. 24-12-1998 and therefore now there is no dispute in the existence regarding the promotion of the petition, perhaps this may be the reason for not attending the court by them. Hence the case is disposed off and the reference is answered that now their remains no dispute.

Hence this no dispute award.

Dated: 16-1-2007

A. N. YADAV, Presiding Officer

नई दिल्ली, 25 जनवरी, 2007

का.आ. 533— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऐजेंट कालीपहाड़ी (आर) कोलीरी ऑफ ई.सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण आसनसोल के पंचाट (संदर्भ संख्या 23/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-1-2007 को प्राप्त हुआ था।

[सं. एल-22012/213/2003-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 25th January, 2007

S.O. 533— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 23/2004) of the Central Government Industrial Tribunal-cum-Labour Court, ASANSOL now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of The Agent, Kalipahari (R) Colliery of E.C.L. and their workman, which was received by the Central Government on 25-1-2007.

[No. L-22012/213/2003-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer
ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ASANSOL**

PRESENT Sri Md. Sarfaraz Khan, Presiding
Officer

Reference No. 23 of 2004.

PARTIES The Agent, Kalipahari (R) Colliery of
E.C.L., Burdwan
Vrs.

The General Secretary, Koyala Mazdoor
Congress, Asansol, Burdwan.

Representatives :

For the management : Sri P. K. Das, Advocate

For the union (Workman) : Shri Rakesh Kumar,
General Secretary, Koyala
Mazdoor Congress,
Asansol, Burdwan.

Industry : Coal

State : West Bengal

Dated the 07-09-2006

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes act 1947 (14 of 1947), Govt. of India through the Ministry of Labour *vide* its letter No. L-22012/213/2003-IR (CM-II) dated 24-3-2004 has been pleased to refer the following dispute for adjudication by this Tribunal,

SCHEDULE

"Whether the action of the management C.M. Ghusik Unit of Kalipahari (R) Colliery of M/s. ECL in dismissing Sri Mathura Muchi, UG Loader from service w.e.f. 12-10-1999 is legal and justified? If not, to what relief the workman is entitled and from which date?"

2. After having received the Order No. L-22012/213/2003-IR (CM-II) dated 24-3-2004 of the reference mentioned above from the Govt of India, Ministry of labour, New Delhi, for adjudication of the dispute, a reference case No. 23 of 2004 was registered on 12-4-2004 and accordingly an order to that effect was passed to issue notices to the respective parties through the registered post directing them to appear in the court on the date fixed and file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were issued to the parties concerned Sri P. K. Das, advocate and Sri Rakesh Kumar, General Secretary of the union appeared in the court to represent the management and the union respectively.

3. From perusal of the record it transpires that a written statement was filed on 19-4-2005 from the side of the union and thereafter certain documents were also filed by the union on 21-9-2005. It is further clear from the record that several opportunity and adjournments were granted to the management for filing its written statement and relevant documents but to no effect. When in spite of repeated adjournments by way of last chance for filing written statement, no written statement was filed. The case was fixed for final hearing in absence of the written statement of the management. No body came to contest the case on behalf of the management, in spite of repeated

adjournments. As such, the case ultimately was heard ex-parte and the award was reserved.

4. The case of the union in brief compass as set forth in the written statement is that Sri Mathura Muchi, Under ground Loader was a permanent employee of the Ocompany who was appointed on 6-6-1995.

5. The main case of the union is that Mathura Muchi was sick and was under treatment from 12-9-98 and continued his duty till 20-9-98 but after 20-9-98 he could not perform his duty due to his illness and the doctor had advised him to take rest as he was a T. B. patient. After recovery from his illness he requested to the management for allowing him to join duty but he was not allowed as a charge sheet was issued by the management against him on 5-6-99. He had replied the charges and requested the management to consider his case sympathetically but the management decided to hold the domestic enquiry.

6. The further case of the union is that during the enquiry proceeding medical certificate in support of his claim was filed before the management requesting him to allow him to join then duty but after receiving the enquiry report the management decided to dismiss him from service. The total period of absence was w.e.f. 21-9-98 to 5-6-99 i.e. 8 months which was not deliberate rather it was due to his sickness with T. B. In view of this fact he should not have been awarded punishment of dismissal which is a harsh and extreme punishment and disproportionate as well.

7. It is also the case of the union that the management did not follow the guide line of the CIL which was issued on the basis of judgement of the Hon'ble Supreme Court directing to issue the second show cause notice to the workman before issuing the letter of the dismissal. The workman concerned is claimed to be an illiterate person having no source of income to maintain his family who are in the verge of starvation. The delinquent workman is a young man having full length of service to maintain his family members. The union has sought relief to set aside the order of the punishment of dismissal and to reinstate him into service with all the benefit and full back wages.

8. Some Xerox copies of the documents have been filed on behalf of the union in support of its case. Copy of the charge sheet dated 5-6-99, Reply of the charge sheet by way of explanation, copies of the Medical Certificate along with the cash memo of the medicine, copies of the enquiry proceeding together with its report, copy of the dismissal letter dated 8/12-10-99, copy of the Mercy petition by way of representation praying therein for his reinstatement, copy of the letter of Dy. P. M. Sreepur Area dated 7-4-2000 addressed to P. M. (Estt. & IR), ECL HQ, copy of the letter of PM (Estt. & IR) ECL

HQ addressing to General Manager, Sreepur Area for sending the detail information about the dismissal of the delinquent workman for consideration.

9. It transpires from the record that on 3-8-2006 a hearing on the preliminary point was made. The validity and fairness of the enquiry proceeding was not challenged by the union as he had duly participated in the enquiry proceeding. So the enquiry proceeding was held to be fair and valid and accordingly the case was fixed for final hearing on merit which was heard ex-parte and the award was reserved.

10. From perusal of the copy of the charge sheet it appears that the delinquent workman was charge sheeted for committing misconduct under sub-section (n) of Section 18 of the Certified Standing Order for unauthorized absence for more than 10 (ten) days. It is further clear from the enquiry proceeding and it report that the workman concerned had participated in the enquiry proceeding. He has admitted in this statement during the enquiry that he did not send any information to the management about his illness and was absent from his duties 21-9-98 to 5-6-99 due to illness and during the said period he was under the treatment of a doctor for the disease of T.B. and was advised to take rest. He has also stated that he is member of Scheduled Caste and illiterate one who was ignorant of this rules of the company as well regarding sending any information to the management about his illness. Besides this the enquiry officer has also mentioned in his report that the delinquent workman had produced certificate and treatment papers issued by the doctor.

11. Having gone through the entire facts, circumstances, enquiry proceeding together with its report I find that the delinquent workman was admittedly absent from his duty w.e.f. 21-9-98 to 5-6-99 i.e. about eight months continuously without any prior permission and information to the management. But then it is admitted fact that it is a simple case of absence from duty during the relevant period duly explained and supported with medical certificate which appears to be relevant and sufficient for his absence from the duty. The absence from duty can't be said to be deliberate and with malafide intention rather it was under the compelling circumstance beyond the control of the workman concerned. However the charge of unauthorized absence for the said relevant period is admitted and established during the enquiry proceeding for which the delinquent workman deserves some minor punishment as per the gravity of the misconduct in the light of the Model Standing Order applicable to the establishment.

12. Now the main point for consideration before the court is to see to how far the punishment awarded to the workman concerned by the management is just, proper and proportionate to the alleged nature of misconduct proved.

13. Heard the union on the above said point in question. It was admitted by the union that it is a simple case of an unauthorized absence for eight months and the absence of the said period has been explained and the reasons of absence is supported with medical certificate. The enquiry officer along with the management witnesses have admitted in the enquiry proceeding and its report that medical certificate with prescriptions were filed by the workman during the enquiry proceeding which were found to be relevant and satisfactory and that is why the Enquiry Officer in his finding has not even whispered a word that the unauthorized absence was without any sufficient cause. I find much force in the argument of the union and I am to hold that the workman was absent during the relevant period under the compelling circumstances which was beyond his control.

14. It was also submitted during the course of argument that the delinquent workman has got no adverse record of any misconduct during the service tenure. There is no charge sheet for habitual absence nor there is any chit of appear in this regard which indicates that it is the first offence of the workman which has been properly and sufficiently explained and supported by the medical certificate.

15. It was also argued by the side of the union that a simple case of the unauthorized absence of about eight months can't be said to be a gross misconduct. The attention of the court was drawn towards the provision of the Model Standing Order where the extreme punishment prescribed is dismissal as per the gravity of the misconduct and it was claimed that simple case of unauthorized absence with fully explained compelling circumstance beyond the control of the workman can't be treated to be a gross misconduct and no extreme punishment of dismissal can be imposed upon the workman concerned. The submission of the union in view of the documents so filed and the provision of the Model Standing Order applicable to the establishment has got sufficient force on the factual and legal point as well.

16. It has been several times clearly observed by the different Hon'ble High Courts and the Apex courts as well that before imposing a punishment of dismissal it is necessary for the disciplinary authority to consider the socio-economic back ground of the workman, the family back ground length of service put in by the employee, his past record and other surrounding circumstances including the nature of the misconduct and lastly the compelling circumstance to commit the misconduct. Those are the relevant factors which must have to be kept in mind by the authority at the time of imposing the punishment which is of course not done by the management in this case.

17. Admittedly the delinquent workman is an illiterate man of Scheduled Caste, the member of the

weaker section of the society. He is no doubt financially weak and poor who has suffered a lot for about eight years and during the period he had never been gainfully employed any where after his dismissal. The attention of the court was drawn by the union towards the provision of the Model Standing Order laid down under clause 27(1) (page 15) where various minor punishment have been prescribed to be awarded according to the gravity of the misconduct. I fail to understand as to why only maximum punishment available under the said clause should be awarded in the present facts and circumstances of the case. It has been observed by the Apex Court that justice must be tempered with mercy and that the delinquent workman should be given an opportunity to reform himself and to be loyal and disciplinary employee of the management. However, I am of the considered view that the punishment of dismissal for an unauthorized absence for about eight months under the compelling circumstance beyond the control and without any malafide intention is not just proper rather it is too harsh a punishment which is totally disproportionate to the alleged misconduct proved. Such a simple case should have been dealt with leniently by the management. In this view of the matter I think it just and proper to modify and substitute the same exercising the power under Section 11(A) of the Industrial Disputes Act, 1947 to meet the ends of justice and as such the impugned order of dismissal of the workman concerned is hereby set aside and he is directed to be reinstated with the continuity of service and in the light of the facts circumstances and the misconduct for which the punishment of dismissal was imposed. I think it appropriate that the delinquent workman be imposed a punishment of strict warning not to repeat the same misconduct in future. It is further directed that the workman will be entitled to get only 50% of the back wages in order to serve the ends of justice. Accordingly it is hereby

ORDERED

That let an "Award" be and the same is passed in favour of the workman concerned. Send the copies of the award to the Ministry of Labour, Govt. of India New Delhi for information and needful. The reference is accordingly disposed of.

MD. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 25 जनवरी, 2007

का.आ. 534.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिविल एविएशन ट्रेनिंग कालेज के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-श्रम न्यायालय, कानपुर के पंचाट (संदर्भ

संख्या 73/2002, 20/2001, 19/2001 व 72/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-1-2007 को प्राप्त हुआ था।

[सं. एल-42012/88/2002-आई आर (सी- II);
एल-11012/29/2001-आई आर (सी- II);
एल-11012/23/2001-आई आर (सी- II);
एल-42012/87/2001-आई आर (सी- II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 25th January, 2007

S.O. 534.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 73/2002, 20/2001, 19/2001 & 72/2002) of the Central Government Industrial Tribunal/Labour Court, Kanpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Civil Aviation Training College and their workmen, which was received by the Central Government on 25-1-2007.

[No. L-42012/88/2002-IR(C-II);

No. L-11012/29/2001-IR(C-II);

No. L-11012/23/2001-IR(C-II);

No. L-42012/87/2001-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, KANPUR, U.P.
INDUSTRIAL DISPUTE NOS. 73 OF 2002, 20 OF
2001, 19 OF 2001 AND 72 OF 2002

In the matter of dispute between :

Sh. Ramesh Kumar Srivastava,

S/o Sh. K. P. Singh,

R/o 19-A, Beli Road,

New Katra,

Allahabad.

(I.D. No. 73/2002)

Pushpendra Kumar Srivastava,

S/o Sh. P. Dayal

R/o 22 Mairganj (Cantt.)

Nehru Park Road,

Allahabad.

(I.D. No. 20/2001)

Sh. Anoop Kumar,

S/o Sri V. K. Srivastava,

R/o 218, G/1, Jayantipur,

Preetam Nagar,

Sulemsarai,

Allahabad.

(I.D. No. 19/2001)

Naresh Kumar Thakur,

S/o Late K. K. Thakur,

C/o Sri Afsar Ahmad,

61, B/15-A, Neemsarai Mundera,

Behind Dayal Hospital,

Allahabad.

(I.D. No. 72/2002)

AND

The Principal/Executive Director,
Civil Aviation Training College,
Bamrauli, Allahabad.

AWARD

1. Central Government Ministry of Labour, New Delhi vide notification No. L-42012/88/2002 IR(CM-II) dated 30-10-02 has referred the following dispute for adjudication to this Tribunal :—

“Whether a direct employer employee relationship is established between Sh. N. K. Thakur and the management of Civil Aviation Training College, Bamrauli, Allahabad and if so, whether the termination of the services of Sh. N. K. Thakur w.e.f. 4-10-99 is legal and justified? If not, to what relief the workman is entitled to?

2. Vide notification No. 11012/39/2001-IR(M) dated 9-10-2001 has referred the following dispute for adjudication to this tribunal :

Whether the action of the management of Civil Aviation Training College, Bamrauli, Allahabad in terminating the services of Shri Anoop Kumar w.e.f. 1-2-99 is justified? If not, to what relief the workman is entitled for?

3. Vide Notification No. L-11012/23/2001 IR (CM) dated 31-10-2001, Central Government has referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Civil Aviation Training College Bamrauli, Allahabad in terminating the services of Shri Pushpendra Kumar Srivastava, w.e.f. 1-2-99 is justified? If not, to what relief the workman is entitled for?

4. Vide Notification No. L-42012/87/2002 IR(CM-II) dated 30-10-02, Central Government has referred the following dispute for adjudication to this Tribunal :

“Whether the direct employer and employee relationship is established between Sh. Ramesh Kumar Srivastava and the management of Civil Aviation Training College, Bamrauli, Allahabad and if so whether the termination of the services of Shri Rameah Kumar Srivastava w.e.f. 4-10-99 is legal and justified? If not to what relief the workman is entitled to?

5. As common question of facts and law are involved in all the above industrial dispute cases, therefore, it is proposed to dispose off them by means of this common award.

6. The case of workman S/Shri Ramesh Kumar Srivastava in ID Case No. 73 of 2002 and Sri Nareah Kumar Thakur workman of ID No. 72 of 2002 as set up in their claim statement are that both the workmen were working as Computer Key Board Operator in the course of

Development Unit Training Support Unit in DTP Section with the National Airport Authority now known as Airports Authority of India in the office of Principal, Civil Aviation Training College, Bamrauli, Allahabad. It is further alleged that entire work of the Civil Aviation Training College, Bamrauli, is performed by the computers and there is permanent work of computer operation in the opposite party at Allahabad, but in order to camouflage and to adopt unfair labour practice opposite party invited M/s. Chail Computer Academy, Preetam Nagar, Allahabad to provide computer operators. In fact workmen Nareah Kumar Thakur and Rameah Kumar Srivastava were called upon for written test and interview by the opposite party and after the selection committee found the workmen to be fit person for holding the post of Computer Key Board Operator, then instead of issuing appointment letter to the workmen, a letter was issued to M/s. Chail Computer Academy for informing the workmen that they have been appointed. It is also alleged that workmen have no relationship with M/s. Chail Computer Academy, Allahabad and as per case of the opposite party the contract was assigned to M/s. Chail Computer Academy, Allahabad which was not registered under the provisions of contract labour (Regulation and Abolition Act, 1970) therefore, Chail Computer Academy, Allahabad could not engage the workman. It is also to be noted that both the workmen were not found suitable by M/s. Chail Computer Academy, Allahabad but were found suitable by the opposite party therefore it is quite obvious that such kind of engagement is a camouflage and it was merely an eye wash for others otherwise it is clear that both workman were having relationship as employer and employee with the opposite party. As per terms of appointment letter both the workers were not paid EPF etc. therefore provisions of labour laws have badly been breached by the opposite party. Both workers were allowed to sign the attendance register maintained by the opposite party alongwith regular and permanent employee of the opposite party. The post against which the workmen were appointed was of permanent nature in as much as opposite party on 9-4-99 informed the Member (P & A), Airport Authority of India, Safdarjung Airport, New Delhi with regard to creation of post of Computer Operators and from this letter it is abundantly clear that the work is of permanent nature and both the workmen were working as Computer Key Board Operator with the opposite party at Allahabad. Various letters on record are indicative of the fact that the opposite party was having continuous need of computer operators. Workman Nareah Kumar Thakur worked with the opposite party continuously w.e.f. 1-12-1992 to 31-10-1999 whereas workman Rameah Kumar Srivastava worked with the opposite party continuously w.e.f. 1-5-1994 to 3-10-1999 as such both the workman have completed 240 days of continuous services under the opposite party. Before conciliation officer it was the specific case of the opposite party that the workman were engaged on a project

which started in April 1989 and the life of the project was only for 2 years. In this way the case of workmen is that if it was so then project would have been eliminated in the year 1991 while both the workmen were engaged/appointed 1-12-1992 and 1-5-1994 and both the workmen continued to serve the opposite party upto 3-10-1999 therefore there is no nexus between the so called project and the workmen. It is also the case of both the workers that management opposite party have terminated their services without payment of notice, notice pay or retrenchment compensation therefore, their termination from service by the opposite party is highly illegal being in breach of the provisions of section 25F of Industrial Disputes Act, 1947. On the basis of above pleadings, it has been prayed by both the workman that they may be directed to be reinstated in the services of the management opposite party at the post from which they were removed with full back wages, seniority and all consequential benefits.

7. The opposite party in the case of Naresh Kumar Thakur and Sri Ramesh Kumar Srivastava have a common reply *inter alia* alleging that the reference which is the basis for the present proceedings has been passed in an absolutely mechanical arbitrary and whimsical manner without application of mind and without taking into consideration the facts and circumstances of the case. The present reference order has been made on presumption that there was relationship of employer and employee between the parties. In fact for modernization upgradation of Civil Aviation Training College as per international requirement project was undertaken with International Civil Aviation Organisation Montreal Canada, Government of India and Airports Authority of India. To meet the rush of work of the project for imparting the training as per International standard certain extra staff were required for preparation of hand outs course material etc. on computer. Therefore, it was decided to hire the contractors service due to overload of the above said work. M/s. Chail Computer Academy and subsequently M/s Modern Computer Institute, Allahabad was one of the contractors whose offer was accepted and the contract was awarded accordingly time to time. The payment was also made to the contracting firm during the period of the contract and under these circumstances no reference was maintainable and could have been made by the Central Government under the Industrial Disputes Act, 1947, therefore the present reference order is bad in law and is liable to be rejected on this ground alone. It is also pleaded that the present reference has been made without application of mind inasmuch as the contractors have not been impleaded as necessary party to the dispute. In the absence of immediate employer of the claimant it is not possible to ascertain the terms of contract of employment date and reason of termination of the services of the claimants. It has been also pleaded the opposite party had neither engaged any worker nor terminated their services. Under these circumstances no

reference was maintainable and could not have been made by the Central Government. On merit of the case it has been pleaded by the opposite party that they never appointed nor engaged the claimants as a contract worker daily wage worker etc. No post/permanent post of computer key board operator is ever existed at the opposite party. As a part of United Nations Development Programme the course development unit was established in the opposite party in the year 1993 and to meet the temporary rush of work for updating the course materials the job contract was awarded to M/s. Chail Computer Academy, Allahabad for six month which was extended and revived from time to time and subsequently the contract was awarded to Modern Computer Institute, Allahabad. It is also pleaded that the claimants may have worked for the contracting agency for any point of time. Payment was also made to M/s Chail Computer Academy/Modern Computer Institute as the case may be and from last two years w.e.f. 4-11-99 opposite party has not awarded contract for requiring computer operator. It is further pleaded that the claimant may have worked for their immediate employer for any point of time therefore claimants if had any relationship, it was with M/s. Chail Computer Academy/Modern Computer Institute. The management denies having maintaining any attendance register for the claimants and register if any maintained that might have been maintained by the contracting agency the same was done by the as per their directions for the control on the works or their employees and as an when it was desired by the contracting agency and the entries therein were confirmed by the Officers of the opposite party. It has been admitted by the opposite party that they entered into correspondence with CHQ for creation of the post of computer operator but AAI CHQ turned down the proposal of the opposite party and advised to impart computer training to their officials who will work on the computer and the opposite party accordingly acted. After 4-11-99 opposite party had not awarded the contract requiring computer operator, Opposite party further pleades that since the claimants were never the employees of opposite party question of retrenchment or termination of their services by them does not arise. On the basis of above it has been prayed that the reference order is bad in law and the claimants are not entitled for any relief whatsoever.

8. Both the workmen have filed their rejoinder against the written statement filed by the opposite party *inter alia* alleging that the Tribunal is not empowered under the provisions of the I.D. Act, 1947, to investigate the validity of reference order made by the Central Government as Central Government has constituted the Industrial Tribunal in exercise of its power conferred upon it under the I.D. Act and the Central Government had made the reference order hence this tribunal is not empowered to examine the action of the authority of Central Government which had made

the reference. If the opposite party is aggrieved by the action of the Central Government in making the present reference order for adjudication before this tribunal, it is open for them to raise such plea before any other form but it is not open for them to raise such plea before this Tribunal to examine the legality or validity of the reference order. Therefore the entire plea raised by the opposite party in their preliminary objection and on merit are beyond the scope of the terms of reference order and as such is outside the purview of Section 10(4) of the I.D. Act, 1947.

9. After exchange of pleadings between the parties both parties lead oral as well documentary evidence in support of their respective claims and counter claims. Whereas Naresh Kumar Thakur workman of I.D. Case No. 72 of 2002 has examined himself as W.W. 1, Ramesh Kumar Srivastava workman of I.D. Case No. 73 of 2002 too has examined himself as W.W. 1 opposite party has examined its witness Sri A. N. Khera as M.W. 1.

10. I have heard arguments at length advanced by the contesting parties and have also perused the record of the case carefully.

11. In terms of reference order firstly it will be seen if there is direct relationship of employer and employee between the workmen and the opposite party. Opposite Party in I.D. Case No. 19 of 2001 have filed certain original documents with the request that they may be read as evidence in all the above cases.

12. Workman Naresh Kumar Thakur in his evidence on oath has stated that he was appointed on 1-12-92 by the opposite party after holding written test and interview at the post of computer operator. Witness remained under continuous employment upto 3-10-99. Witness has further stated that after rendering continuous services for 7 years when he made a request for regularizing him as computer operator he was terminated from the service of the opposite party. Witness has admitted the fact that no appointment letter was issued in his favour. Initially he was paid his wages at Rs. 1500 per month which was enhanced at Rs. 3000 at the time of his termination. Witness has further stated that no written orders terminating his services were issued by the opposite party and his services were terminated orally by the opposite party. Witness goes on the state that he was never appointed under any project. Payment of wages used to be paid to him after verifying his attendance from the attendance register. In his cross-examination witness has admitted the fact that he was interviewed by Sri R.S. Gahlot and three or four officers. Witness has denied the suggestion of the auth. representative for the opposite party that he was appointed for M/s. Chail Computer Academy, or he was appointed through Chail Computer Academy. Witness has also denied suggestion of the management that he was having any relationship with M/s. Chail Computer Academy. Witness has clarified the position that the post of computer

operator and computer key board operator is one and same. Witness has also denied the suggestion put by the management's representative during course of his cross-examination that he was being paid his wages from M/s. Chail Computer Academy. His work was being controlled and supervised by Sri Gahlot and he was being paid his wages by the officers of the opposite party at the seat where witness was working. Witness has also denied the suggestion that opposite party utilised his services through M/s Chail Computer Academy. He made request for regularizing him in the service before Sri Gahlot and other officers of the opposite party who assured him orally that his services will be regularised.

13. Management witness in his examination in chief has admitted that he remained posted with the opposite party during the period 1980 to 1998 at various post and at last was working as Dy. Director. For upgradation of training Government of India has granted project for the opposite party. For computer working services of contractors were invited by the opposite party. No appointment was made by him. Contractor himself was supervising the work of his employees and they paid wages to their employees. In his cross examination witness has denied that workman Naresh Kumar Thakur from the year 1992 had worked under his office. Witness has expressed his ignorance about the life of the project. Contractors were paid amount for the contract work. Witness has also expressed his ignorance about the fact that what work was taken from the contractor and period.

14. Workman Naresh Kumar Thakur *vide* his application dated 22-3-2004 had filed two documents in original one is certificate granted by International Civil Aviation Organisation, Technical cooperation project Ind. 88/047 Civil Aviation Training College, Bamrauli, Allahabad dated 2-3-1994, whereby it is quite clear that the opposite party acknowledged the excellent services rendered to the CMA by the workman Naresh Kumar Thakur indicating therein that in addition to his normal duties as Data Entry Operator for Civil Aviation Training College he assisted in the development of lesson plans, student handouts, lab sheets lab guides material based on ICAO. The certificate has been signed by Sri S.C. Gurng ICAO Technical Adviser who has recommended that he would not hesitate to recommend him for promotion to higher position in the foreseeable future. Document No. 2 is a Gate Pass issued by the authorities of the opposite party in favour of workman Naresh Kumar.

15. It has been contended by the authorised representative for the opposite party that there never existed any relationship of employer and employee between the management and Naresh Kumar Thakur. In fact his services were utilised by the management through Contractor M/s. Chail Computer Academy Allahabad for which opposite party made payment to the contracting agency on consolidated basis. It has also been contended by the

authorized representative for the opposite party that the opposite party have entered into an agreement with M/s. Chail Computer Academy, Allahabad copy of which is on record. On the contrary it has been argued by the authorized representative for the workman that there was direct relationship of master and servant between the workman and the opposite party and it at all there is any contract with M/s. Chail Computer Academy, Allahabad, that is a sham document and is a camouflage to eliminate direct relationship of master and servant between the parties and no reliance can be placed on such document which has been prepared as a device of playing unfair labour practice. After considering the rival contention of the parties and taking into consideration the evidence of the parties the tribunal do not find much weight in the arguments advanced by the authorized representative for the opposite party weighing the evidence adduced by the workman orally as well as documentary. If the workman had not been in direct employment of the opposite party, opposite party neither would have issued certificate in the name of workman Naresh Kumar Thakur nor would have issued gate pass in his name. Tribunal is inclined to believe the evidence of the workman Naresh Thakur and hold that he was appointed by the opposite party at the post of computer operator after holding written test and interview by the opposite party. Authorised representative for the opposite party could not bring out any material fact from the mouth of the witness which may help or strengthen the case of the opposite party. Considering overwhelming evidence adduced by the workman it is held that the workman Naresh Kumar Thakur was working with the opposite party as computer operator and computer agency was just created as a camouflage by way of smoke curtain to eliminate direct relationship of employer and employee between the parties. It is also held that the contract between the management and M/s. Chial Computer Academy Allahabad is a bogus contract. Authorised representative for the workman has also placed reliance on the law laid down by the Hon'ble Supreme Court of India in the case of Secretary versus Suresh and others reported in 1999, (3) Supreme Court Cases 601 wherein Hon'ble Supreme Court has held in para 8 of the judgment that on the admitted facts of the case it is to be ascertained as to whether after complying with the principle of lifting of the veil, the existence of the relationship of workman and employer is surfaced or not. After critically examining the evidence led in the case, the court below has come to the conclusion that there existed a relationship of employer and workman between the contesting parties and that the intermediary contract was just an eye wash. Like wise in the instant case after lifting of the veil and examine the case of the parties tribunal finds that the intermediary contractor was just an eye wash. From the evidence of the parties lead before the tribunal it stands established that the workman has been able to establish the fact that there was relationship of master and servant between the employer

and workman Naresh Kumar Thakur, and it is held that the workman was performing the perennial work under the direct control and supervision of the opposite party. No control or supervision was on behalf of the computer agency who never remained present during office hours of the workman. Therefore it cannot be believed that management was not having any control and supervision over the working of the workman as has been argued by the authorised representative for the opposite party.

16. The fact that the workman under direct employment of the opposite party also established from the letter dated 21-2-07 signed by R. S. Gahlot Chief CDU officer of the opposite party. This letter is on the subject of assignment of work to the two computer operators and is indicative of the fact that workman Naresh Kumar Thakur and Ramesh Kumar Srivastava had been allotted computer work by the opposite party without any reference of M/s. Chail Computer Academy, Allahabad. If the contention of the management is accepted, tribunal is unable to understand the position that if at all there was need of allocation of computer work under the management why it was allocated by the officer of the management instead of M/s. Chail Computer Academy, Allahabad who according to the version of the management was having control and supervision over the working of the workman. No satisfactory explanation was given on the point by the authorised representative for the management.

17. The authorised representative for the workman has also placed reliance on the laid down by the Hon'ble Supreme Court of India in the case of Bank of Baroda versus Ghemarbhai Harjibhai Rabri reported in JT 2005 (3) SCC 312 and argued that the workman has not been issued appointment letter in his favour even then from the documents it is proved that the workman was under direct employment of the management. In the case cited above the Hon'ble Supreme Court of India has observed that the Industrial Tribunal after holding an inquiry came to the conclusion that though there was no letter of appointment produced by the workman, he had produced 3 vouchers exhibits 14 to 16 which showed that he was paid a sum of Rs. 1500 towards his wages as driver and also established the fact that he had continuously worked. In the instant case also the workman has produced and proved letter dated 21-2-97 issued by an officer of the opposite party from which one and only one inference which can be deduced that the workman was working under the direct employment of the management without there being any appointment letter in his favour. The law laid down above fully applies to the facts and circumstances of the present case which are analogous in nature. Under these circumstances and for the reasons given above it is not possible to hold that there

never existed relationship of master and servant or employer and employee between the management of Civil Aviation of Training College, Allahabad.

18. After concluding relationship of employer and employee between the contesting parties as above, next question for determination which arises is that the termination of the services of Sri Naresh Kumar Thakur w.e.f. 4-10-99 is legal and just.

18A. The opposite party in its entire written statement at no place has ever whispered even a single word that the workman had not worked in the premises of the opposite party or the working material or computer was not provided by them or that the workman had not completed 240 days of continuous service. The solitary stand which was taken by the management in the written statement was that they never appointed the workman therefore question of terminating the services of the workman does not arise. On the contrary the workman in his pleading as well as in his evidence has categorically stated that he had worked more than 240 days of continuous service preceding one calendar year from the date of his termination of service. He has also proved the fact that opposite party at the time of termination of his services has neither paid notice pay, or notice retrenchment compensation. There is no cross examination of the witness on this point. Therefore, the evidence of the workman on this point goes uncontroverted. It is therefore held that the termination of the service of workman by the management is a retrenchment and since provisions of section 25F of Industrial Disputes Act, 1947, have been breached his termination is illegal and bad in law.

18B. For the reasons discussed above, it is held that there existed relationship of employer and employee between the management and the workman Sri Naresh Kumar Thakur. It is also held that the action of the management of Civil Aviation Training College, Bamrauli, Allahabad in terminating the services of Sri Naresh Kumar Thakur w.e.f. 4-10-99 is neither legal nor justified. Accordingly workman is entitled to be reinstated in the services of the opposite party at the post from which his services were terminated with full back wages, continuity of service and with all consequential benefits.

19. Now case of Ramesh Kumar Srivastava workman of ID Case No. 73 of 2002 will be examined. He has examined himself as WW1. In his examination in chief witness has stated that he was appointed in the month of May 1994 and continued to work as computer operator upto 4-10-99. Opposite party used to pay payment of wages after verification of his attendance. Witness has further stated that being raised a demand for regularisation, his services were terminated. Witness has further stated that while terminating his services he was not paid statutory dues or notice by the management. In his cross examination witness has deposed that on information received from his friend

he went to the opposite party where he was to take written test and interview. The written test and interview was taken by Sri R S Gahlot Chief CDU and a few other officers thereafter he was appointed as computer operator. He has also admitted the fact that neither any appointment letter was issued to him nor termination letter. Witness in his cross examination almost has stated same facts as has been stated by workman Naresh Kumar Thakur workman of ID Case No. 72 of 2002. Authorised representative for the management submitted that the evidence led by their witness in the case of Naresh Kumar Thakur may be read as evidence in the case of Ramesh Kumar Srivastava workman of ID Case No. 73 of 2002.

20. It would not be out of place to mention here in the facts and circumstances of the case that the tribunal has considered the evidence of the parties in detail in the foregoing paras of this award therefore, the tribunal does not consider it expedient to reiterate the same in the case of the present workman as the finding arrived at in the case of workman Naresh Kumar Thakur will also operate in the case of workman Ramesh Kumar Srivastava.

21. Accordingly it is held that there existed relationship of employer and employee between the management and workman Ramesh Kumar Srivastava. It is also held that the action of the management of Civil Aviation Training College, Bamrauli, Allahabad in terminating the services of Sri Ramesh Kumar Srivastava, w.e.f. 4-10-99 is neither legal nor justified. Accordingly workman is entitled to be reinstated in the services of the opposite party at the post from which his services were terminated. Workman is also held entitled for full back wages, continuity of service and all consequential benefits attached with the post.

22. Now case of workman Anoop Kumar (ID No. 19/01) and Pushpendra Kumar Srivastava workman of (ID No. 20/01) will be examined. Both the workman have filed a common statement of claim alleging there in that they were appointed by the opposite party Civil Aviation Training College, Allahabad, on 3-1-94. Whereas Anoop Kumar was appointed at the post of Steno Typist workman Pushpendra Kumar Srivastava was appointed as Computer Operator. They continued to work till 3-1-99. Their appointment was made in the Engineering Wing which is of permanent nature and the nature of work is of perenial. It is alleged by them that the opposite party has arbitrarily terminated the services of both the workman w.e.f. 31-1-99 without following the mandatory provision of section 25F and 25N of Industrial Dispute Act, 1947. It is further alleged that the applicant has rendered 240 days of continuous service in one calendar year under the opp. party. It has further been pleaded by both the workers that they have completed five years of service in the respondent establishment without any stigma. The work and conduct of the workman ever remained appreciated by the authorities of the opposite

party. Services of the workman were orally terminated w.e.f. 31-1-99 in an arbitrary manner without assigning any reason. Since both the workers have successfully completed five years uninterrupted services opposite party establishment under the facts and circumstances of the case cannot be permitted at any cost to pass a retrenchment order without following the mandatory provisions of Industrial Disputes Act, 1947. The mode and device adopted in respect of both the workers in the instant case by the opposite party attracts the provisions of Article '23' of Constitution of India which defines 'Begar'. It is the further case of the workers that a workman who has completed more than 240 days of continuous service preceding one calendar year from the date of his termination of service is entitled or supposed to have accrued a right of becoming permanent employee under such establishment where he was engaged or appointed. It further case of the workman that they discharged their official duties under effective control and supervision of responsible officers of the opposite party. It has been further alleged that M/s Chail Computer Academy is mere a name/broker of the respondent authority for procuring work of the Engineering Wing of the opposite party and as such is merely an intermediately in the name of M/s Chail Computer Academy. It is the opposite party who was the direct employer of the workman. It has also been pleaded that the Hon'ble Apex Court while clarifying the intention of the legislature has held that the future of a workman neither can be left at the vagaries of the opposite party or at the whims of the opposite party ignoring the protection granted to such workman under any law or at the cost of Constitution of India and that should not be interpreted in narrow pedantic approach because it is contrary against the settled view of the Article 23 of Constitution of India. No genuine contract labour system is prevailing with the opposite party as far as engagement of computer operator and stenotypist are concerned. It is also alleged that nature of work of the post is of permanent. It is further case of both the workman that they were discharging the work under the opposite party like a regular and permanent employee. They were also putting their signature over the attendance register and were getting their salary through bill and vouchers of the department concern. Their attendance were being verified by the respective responsible officers under whom they discharged their official obligation. The workers performed their duty during the office hours and all this would clearly indicative of the fact that there existed relationship of employer and employee between the opposite party and workman. It has also been pleaded by the workman that the relationship of employer and employee had already been considered by the Central Government; Ministry of Labour, New Delhi while referring the dispute. The workers were discharging their duties under Engineering Wing which is permanent department of the opposite party therefore, opposite party cannot absolve themselves by saying that the workmen were engaged in a project. It has

been alleged that the project work had already expired prior to appointment of the workmen. In the end it has been prayed by the workmen that the action of the management in terminating their services be declared as unjust and unfair and workman be directed to be reinstated in service at the post from which they were terminated from their services with full back wage, continuity of service and with all consequential benefits attached with the post.

23. The opposite party Civil Aviation Training College, Allahabad, has contested the claims of both the workmen and have filed detailed statement of reply against the claim statement filed by the workers. Opp. Party almost has raised the same plea as has been raised by them in the case of Naresh Kumar Thakur and Ramesh Kumar Srivastava workman of ID Case No. 73/02 and ID No. 72 of 2002. The tribunal have already discussed the reply of the opposite party in detail in the cases of Naresh Kumar Thakur and Ramesh Kumar Srivastava, therefore tribunal feels no necessity to discuss or detail the same in the cases of Pushpendra Kumar Srivastava and Anoop Kumar as it would be nothing but mere reiteration of the facts of the case. The main plea of the opposite party in the case in hand is that there never existed any relationship of employer and employee between the contesting parties nor the opposite party ever appointed or engaged by the opposite party. In fact the workers were the employees of M/s Chail Computer Academy, Allahabad. Said academy was making payment of wages for the work done by these workers. It has also been pleaded by the opposite party that when they never appointed or engaged the workers directly then question of following the provisions of Sec. 25F or 25N of Industrial Disputes Act, 1947, does not arise nor they ever terminated the services of these workers. On the basis of these pleadings it alleged that the claim of the workers are devoid of merit and the workers are not entitled for any relief whatsoever as claimed by them.

24. Workers have also filed rejoinder statement on affidavit against the reply filed by the opposite party *inter alia* alleging there in that the stand of the opposite party so as to challenge regarding validity of the present reference order before this Tribunal is not maintainable. In fact the reference was made in favour of the workman by the appropriate government in exercise of its power conferred upon the Government of India under the provisions of the Industrial Disputes Act, 1947. It has also been pleaded that the Central Government, under the provisions of ID Act, has created the Hon'ble Industrial Tribunal therefore, it would not be within the competence of this Tribunal to examine the validity of the reference order as it would fall outside the scope of Sec. 10(4) of I.D. Act. If at all opposite party is aggrieved by the action of Central Government when it referred the present reference order to this Tribunal, it is not open for the opposite party to question the legality of the reference order before this

tribunal. For the same it is open for the opposite party to approach appropriate forum under law where all such question can be examined as has been raised by the opposite party in their reply particularly under preliminary objection.

25. After exchange of pleadings between the parties both parties adduced oral as well as documentary evidence in support of their claims and counter claims. Opposite party *vide* application dated 28-12-05 have filed certain original papers with request that these documents may be read in all the above I. D. Cases. Whereas Pushpendra Kumar Srivastava and Anoop Kumar have examined themselves as W.W. 1 opposite party have examined its officer Sri S. K. Vyawahare in both cases as W.W.1.

26. Tribunal heard the arguments advanced by the contesting parties at length and have also perused the relevant record filed by the respective parties carefully.

27. The first and foremost contention raised by the authorised representative for the opposite party is that they have never appointed or engaged the workers in question therefore there exist no relationship of master and servant between the contesting parties. It has further been contended by the authorised representative for the management that these workers were the workers of contract or M/s Chail Computer Academy, Allahabad, with whom an agreement had been entered into for providing computer operators for which payments were made directly to the said contractor. On the contrary it has been contended by the authorised representative for the workmen that the workers in question were in fact have been appointed directly by the opposite party after holding a written test and interview. During the course of arguments attention of the tribunal was also invited towards document dated 28-7-94 which in fact is a letter No. NAA/CATC/Staff/Engg (Elect)/94/1761-64 addressed to M/s Chail Computer Academy, Allahabad, by Sri K. L. Sharma, Executive Engineer (E) CATC, Allahabad on the subject of providing services of Steno Typist and office assistant at Civil Aviation Training Centre, Bamrauli, Allahabad, and it has been argued that both the workmen were appointed on 3-1-94 when M/s Chail Computer Academy, Allahabad, was not at all in existence under the opposite party, therefore, it has been proved the management document that the workers in question were directly appointed by the opposite party. It has also been argued that the initial status of the workers in question *i.e.* direct employee of the opposite party for no reasons can be changed into contract employee after induction of M/s Chail Computer Academy, Allahabad. Further the contention of the authorised representative is that when during the period January 94 to July 94 workers in question directly paid the remuneration for all intent and practical purposes workers in question will be assumed to be the employees of the opposite party. It has also been argued by the authorised

representative for the workmen that there was direct control and supervision of the management over the working of the workers. Authorised representative for the workmen have also invited the attention of the tribunal towards letter no. AAI (NAD)/CATC/P/W-23/Engg (C)/30056 dated 2-10-98 and it has been argued that had the worker by name Pushpendra Kumar Srivastava was not direct employee of the opposite party he would never have been authorised to attend the Office Sales Tax Officer, Civil Lines Allahabad, on behalf of the opposite party to collect Form 32. It has also been argued that the letter is indicative of the fact that the same has been issued by the witness of the Management M.W. 1 Sri S. K. Vyawahare, Sr. Manager, Engg. (C) who has also countersigned the signature of the workman appearing over the letter.

28. Both the workers in question in their evidence on oath before the tribunal have stated that they were engaged by the opposite party on 3-1-94 and worked continuously till 31-1-99. They were being paid their wages monthly. Initially workman Pushpendra Kumar was getting monthly wages at Rs. 1800 per month by the opposite party which was later on enhanced to Rs. 2200 per month. Workman Anoop Kumar in his evidence has stated that initially he was being paid his wage at Rs. 1500 per month which was later on enhanced at Rs. 2800 per month. Witnesses have further stated that on raising demand for their regularisation opposite party removed them from the service. In their cross-examination both witnesses have stated that they were appointed after written test and interview conducted by the officers of the opposite party. Before making payment the opposite parties verified their attendance. Their work were being supervised by the responsible officers of the opposite party. Witness has clearly denied any relationship with M/s Chail Computer Academy, Allahabad.

29. On the contrary management witness on oath has stated before the tribunal that he remained posted at Allahabad during the period 1993 to June 99 and worked as Executive Engineer and Sr. Manager. Persons are appointed in the department from Headquarter situated at Delhi. For computer work job contract was provided to contractors. Witness has further stated that from whom the computer work was got done has no nexus with the department. As per exigency of work computer services were taken. Witness has admitted the correctness of the contents of paras 7 and 8 of counter affidavit filed on behalf of the management on 26-8-02 before the tribunal, in his cross examination. Further the witness in his cross examination has categorically admitted that no agreement was ever executed for contract work and on the basis of lowest price computer work was being taken. Witness has further admitted that Engg. Department of the opposite party is of permanent nature.

30. Tribunal has considered the rival contention of the parties in the light of the oral evidence and documentary

evidence available on record anxiously and find that there is no substance in the arguments advanced by the authorised representative for the opposite party. It has come in workers evidence that they were engaged/appointed on 3-1-94 by the opposite party. It has also come in the documentary evidence that opposite party wrote a letter dated 28-7-94 to M/s. Chail Computer Academy, Allahabad, for providing of services of steno typist and office Assistants. It has also come in evidence that no agreement was ever executed between the opposite party and the agency which is alleged to have provided services of steno typist and office assistants. It has also come in the evidence that the workers in question were being paid their wages monthly by the opposite party. For the sake of arguments if the contention of the representative is accepted for a moment that the workers in question were infact the employees of M/s. Chail Computer Academy Allahabad, and there was no direct relationship of employer and employee between the opposite party and workers in question, then a normal question arises for consideration would be that what was the status of these workers during the period 3-1-94 to 28-7-94 when management wrote letter to M/s. Chail Computer Academy, Allahabad for providing services of computer operators and Office Assistant. Giving anxious consideration to over all evidence available on record, tribunal is of the firm opinion that there existed relationship of employer and employee between the opposite party and the workers in question during the period of their initial date of appointment and 28-7-94. Tribunal is further of the view that by reasons inducting M/s. Chail Computer Academy, Allahabad, as a contractor between the opposite party and the workers in question their status like employee of opposite party cannot be changed at for any reason whatsoever. Existence of intermediary contractor between the workers and the opposite party is nothing but a camouflage and amounts to Unfair Labour Practice as defined under section 2 (ra) of Industrial Disputes Act, 1947, and also attracts the provisions of Article 23 of Constitution of India, which defines 'Begar'.

31. There is overwhelming and alarming evidence on record from the side of the workers involved in the above cases to establish the fact that they were actually employed by the opposite party on 3-1-94 and continued to work as regular and permanent employee of the opposite party in the department which was of permanent nature. Under the facts and circumstances of the case tribunal feels no hesitation in discarding the evidence and contention of the management on the point of relationship of employer employee between the contesting parties as no reliable cogent evidence has been lead by the opposite party on the point in question. Held accordingly that there existed relationship of employer and employee between the contesting parties and plea raised in this regard by the opposite party is decided against the management and in favour of the workers in question.

32. In view of findings recorded above, management's contention that the workers in question were appointed against project which remained in existence only for the period 1989 to 1991 cannot be accepted at all being devoid of merit as admittedly workers in question have been admittedly appointed in the year 1994 when no project under the management was in existence. Tribunal is further not able to appreciate the contention of the management on this point specially in view of management evidence that its witness on oath before the tribunal has categorically accepted that the engineering wing of the management is a permanent department work thereof is of perennial nature against which the workers in question have been appointed.

33. No other point has been pressed before the tribunal by the contesting parties.

34. For the reasons discussed above now it will be seen as to what relief the workers in question are entitled. Both workers in their evidence have clearly admitted that they have worked w.e.f. 3-1-94 to 1-2-99 without any break. Witnesses have not been cross examined on this point, therefore, the evidence of the workers goes uncontroverted. If it is so tribunal is bound to take inference that they might have completed much more than 240 days of continuous service in one calendar year preceding the date of their termination. Witnesses have also stated on oath in their cross examination that they have not been paid notice, notice pay or retrenchment compensation at the time of dispensation of their services by the opposite party. No cross examination was done from the witnesses on this point from side of the authorised representative for the opposite party. Therefore, tribunal is left with no other option but to believe the evidence of the witnesses on this point and accordingly it is held that the termination of the services of the workers in question by the management of Civil Aviation Training College, Allahabad, is a retrenchment being in breach of the provisions of Section. 25-F and 25N of the I.D. Act, 1947, is bad in law. Accordingly they are entitled to be reinstated in the services of the opposite party.

35. Lastly it is ordered that action of the management of Civil Aviation Training College, Bamrauli, Allahabad in terminating the services of S/Sri Pushpendra Kumar Srivastava and Sri Anoop Kumar w.e.f. 1-2-99 is neither legal nor justified. They be reinstated in service at the post from which they were removed by the management with full back wages and all consequential benefits together with seniority. Opposite party management is further directed to comply with the award within thirty days from the date of publication of the Award.

36. Accordingly award is answered in favour of all workmen involved in this award and against the opp. party.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 31 जनवरी, 2007

का.आ. 535.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 फरवरी, 2007 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले ही प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध तमिलनाडु राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:—

“तमिलनाडु के जिला विरुदुनगर में श्रीविल्लिपुत्तुर परिधि के तालुक श्रीविल्लिपुत्तुर के तेलकुलम के अंतर्गत आने वाले राजस्व गाँव”।

[सं. एस-38013/04/2007-एस.एस. I]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 31st January, 2007

S.O. 535.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employers' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st February, 2007 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI (except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in State of Tamilnadu, namely:—

“Areas comprising the Revenue Villages of Thailakulam of Srivilliputhur peripherals, Srivilliputhur Taluk in the District of Virudunagar of Tamilnadu.”

[No. S-38013/04/2007-S.S. I]

S. D. XAVIER, Under Secy.

नई दिल्ली, 6 फरवरी, 2007

का.आ. 536.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 27/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-1-2007 को प्राप्त हुआ था।

[सं. एल-12012/2/2002-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 6th February, 2007

S.O. 536.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 27/99) of the Central Government Industrial Tribunal-cum-Labour

Court, Kanpur (U.P.) as shown in the Annexure, in the Industrial Dispute between the management of Bank of Baroda, and their workmen, received by the Central Government on 24-1-2007.

[No. L-12012/2/2002-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

I. D. NO. 27 OF 1999

In the matter of dispute between :

Sri Dinesh Kumar Tandon
S/o Sri S.N. Tandon
38, Deen Dayal Nagar,
Kanpur-208002, U.P.

And

The Regional Manager (Kanpur Region)
Bank of Baroda, Regional Office
Kaushalpuri, Gumti No. 5
Kanpur.

AWARD

1. The Central Government, Ministry of Labour, New Delhi vide Notification No. L-12012/2/2002/IR (B-II) dated 22-4-2002 has referred the following dispute for adjudication to this Tribunal:—

“Whether the action of the management of Bank of Baroda in ordering removal from service of Shri Dinesh Kumar Tandon son of Shri S.N. Tandon vide Order No. UPK/24/PD/765/3158 dated 26-09-1998 is legal and justified? If not, what relief the concerned workman is entitled to?”

2. It is common ground that the workman Sri D.K. Tandon while working as Clerk cum Typist with Bank of Baroda at its Civil Lines Branch, Kanpur, was placed under suspension by the opposite party Bank vide Order 19-6-1995. Thereafter a detailed Charge Sheet dated 15-03-1996 appointing therein Enquiry Officer, Sri R.K. Saxena, was issued to the workman. In the Charge Sheet itself it was also directed by the Regional Manager/ Disciplinary Authority that in case the workman desires to submit explanation, he may do so within three days before the Enquiry Officer. It is further common ground that the disciplinary inquiry against the concerned workman commenced from 8-4-1996 and was concluded on 2-9-1997 by the Enquiry Officer. The Disciplinary Authority after

receipt of Enquiry Report dated 18-09-1997, the Disciplinary Authority *vide* Show Cause Notice dated 31-08-1998 supplied the workman a Report of inquiry submitted by the Enquiry Officer, thereafter, the Disciplinary Authority passed his final Orders in the matter on 26-09-1998 by way of imposing punishment of removal from service of the workman. Appeal preferred against the final orders by the workman was dismissed by the Appellate Authority *vide* Order dated 20-5-2000.

3. The case in short as set up by the workman is that the Charge Sheet dated 15-3-1996, is illegal, arbitrary and vague and without any jurisdiction in as much as it does not disclose the provisions of service regulation under which the same has been issued against the workman. It has also been alleged that the workman was not given any opportunity to explain the charges or to make a submission against the charges in terms of para 19.1 of Bipartite Settlement dated 19-10-1966. It has further been pleaded that no fair, proper or reasonable opportunity, to defend the concerned workman, was afforded by the Disciplinary Authority or by the Enquiry Officer which has caused great prejudice to the workman in his effective defence. It is alleged that the punishment awarded to the workman by the Bank is by way of victimization as like the similar set of facts and circumstances as is in the case of workman the opposite party Bank has awarded lesser punishment than the capital punishment to Mr. A.K. Sharma, an employee of the Bank, therefore, the punishment is highly discriminatory which has been awarded to the workman as compared with Mr. A.K. Sharma, therefore, the punishment is highly illegal and non-est. It is the further case of the workman that from the very beginning the authorities of the Bank started taking suitable measures and steps in protecting the skins and interest of the Officers of the branch who were equally holding the share responsibility of irregular working of the branch as has been pointed out in the Report of preliminary investigation held in the case of the workman, wherein Officers and other staff members of the Branch were advised to be always an alert so that such happening do not take place in future. It is also pleaded by the workman that the Investigating Officer recommended that a departmental enquiry be held against the workman. The workman further pleaded that under disciplinary rules Disciplinary Authority is not at all require to initiate the departmental enquiry against its employee by issuing charge sheet on the advise of Investigating Officer who conducted the preliminary investigation. The role of Investigating Officer is simply to investigate the matter and submit a Report to the competent/Disciplinary Authority. It is the vegaries of such authority to decide appropriate action after considering the Report of the Investigating Officer. It is further pleaded that the Disciplinary Authority was not in position to proceed against the concerned workman on the basis of Report of preliminary enquiry without referring the matter to the Senior

officers of the Bank for deciding appropriate action in the matter against its officers found negligent, on the basis of their explanations submitted before the Investigating Officer. It is pleaded by the workman that the manner adopted by the Disciplinary Authority is highly discriminatory and illegal in as smuch as as the workman was made victim whereas other officers and staff of the branch who were having share responsibility in the negligent working of the branch were absolved.

4. It is further pleaded that the officer/staff of the Bank are custodian of public fund and any irregularity or fraud is committed in the Bank it would be presumed that such irregularity/fraud has been committed by all persons against the institution and no officer or staff member can absolve themselves from such Act of omission or commission committed by them during discharge of day to day work. It is also pleaded that officers of the Bank are highly paid servant and are having much more higher degree of responsibility therefore by no stretch of imagination they can be allowed escort free for lapses, negligent working and acts of omission and commission in routine working of the Bank. It is further pleaded by the workman that Investigating Officer in his Report dated 27-5-1995 has wrongly opined that workman has exonerated officers of the branch. This opinion was deliberately incorporated with a view to avoid panel action/disciplinary action for negligent working of concerned officers of the branch for the reasons that the workman had no right or authority to exonerate the officers who were holding share responsibility of irregular working of the branch during 1992 to 1995. It has also been pleaded by the workman that no disciplinary action against the officers of the branch who were found involved in their irregular working of the branch on the basis of their statement made before the Investigating Officer nor they were held accountable for the same still they were awarded the premium in the shape of promotion in senior cadre/scale by the Bank authorities for their negligent and irregular working in the branch which is highly contrary to the rules, procedures, instructions and circulars issued from time to time from the Head Office of the Bank.

5. It is further pleaded that management of the Bank deliberately delayed initiation of disciplinary action against the concerned workman in spite of the fact that he was chargesheeted by the Bank on 15-3-1996 as promotion results of the officers involved in the case, on the basis of which the workman was awarded capital punishment, was still awaited. It is further case of the workman that the enquiry against the workman was started only after the officers involved in the case were given promotion to their next higher cadre. The workman has further pleaded that the management of opposite party Bank in the facts and circumstances of the case as a measure of joint ventures of officers of the Bank have tried to save the skin of the officers of the branch who were equally responsible for working,

acting contrary to the instructions, rules of the Bank for their negligent/reckless working in routine business of the Bank. It has also been pleaded that the present case in view of the facts and circumstances explained herein above can not be termed to be a case of fraud or misappropriation of Bank's funds as Bank has not suffered any financial loss due to the work and conduct of the concerned workman, as the entire amount alleged to be misappropriated has been accounted for in different accounts of the constituents of the branch together with chargeable interest. It has further been pleaded by the workman that it could be a case of transferring the amount of different constituents of the bank through vouchers which were duly authenticated by the officers of the branch. It has further been pleaded that the workman had not been given adequate opportunity for defence either by the Disciplinary Authority, Enquiry Officer and Appellate Authority as well.

6. Lastly it has been pleaded by the workman that none of the charges framed by the opposite party Bank in its charge sheet dated 15-03-1996 has been enumerated as gross misconduct as defined in para 19.5 of first Bipartite Settlement dated 19-10-1966 which is service condition, therefore the charges are vague and can not be made basis for awarding capital punishment to the workman. It is further pleaded by the workman that word fraud or defraud has not been incorporated under the term gross misconduct in para 19.5 (j) of first Bipartite Settlement dated 19-10-1966. Therefore the same can not be the subject matter in disciplinary action and if punishment of removal from service has been awarded to the workman on the basis of the proved fraud instead of proved misconduct the same is illegal and non-est.

7. On the basis of above pleadings it has been prayed that the action of the management be held as illegal and be set aside direction to the bank to reinstate him in the services of the Bank with full back wages and all consequential benefits together with seniority.

8. The claim of the workman has been contested by the opposite party Bank on variety of grounds in as much as it is alleged that workman has defrauded a total amount of Rs. 2,42,505 during the period 1992 to March 1995. It is also admitted that during the course of domestic enquiry workman has admitted the above fact. It has also been pleaded by the management that the alleged amount was got transferred in the accounts of the constituents by the responsible officers of the Bank. It has further been pleaded that Bank appointed Enquiry Officer to enquire and to submit his Report. During the course of departmental enquiry full and proper and reasonable opportunity was given to the workman. It is further pleaded that Enquiry Officer submitted his enquiry report in which charges were fully proved. Disciplinary Authority issued a Show Cause Notice dated 31-08-1998 along with copy of Findings of Enquiry Officer to the workman to show cause why he

should not be removed from service. On 16-09-1998 workman appeared before the Disciplinary Authority and admitted the charges before Disciplinary Authority accordingly Disciplinary Authority *vide* Order dated 26-09-1998 removed the workman from the service of the Bank. Appeal preferred against Final Order too was dismissed by the Appellate Authority *vide* Order dated 20-05-2000. Mercy Appeal preferred by workman was also rejected *vide* Order dated 30-01-2001. It has also been pleaded that workman has committed gross misconduct for which he was issued a charge sheet. Enquiry Officer conducted the enquiry in fair and proper manner in accordance with rules. The charges were found proved in departmental enquiry and punishment was imposed by the Disciplinary Authority. Since workman has admitted the charges the action of the Bank is fully just and proper. It has further been pleaded that the workman on 26-04-1995 himself confessed in writing that he had committed a fraud therefore he was issued charge sheet dated 15-03-1996 and *vide* his letter dated 02-09-1997 workman has accepted all the charges framed against him. The fraud and misappropriation committed by the workman are of very serious nature and exposed his dishonesty. Workman was given ample opportunity during the course of departmental enquiry as per principles of natural justice. He was also given personal hearing by the Disciplinary Authority. The act of the workman is of such a serious nature that he has lost confidence and he could not be retained in the service of the Bank. In the end it has been prayed that having regard to the acts and omission and commissions committed by the workman, he is not entitled for any relief as claimed by him.

9. After exchange the pleadings between the parties documents from both the sides pertaining to departmental enquiry has been filed. Whereas workman himself has examined as WW-1 in support of his claim Shri R. K. Saxena has examined himself as MW-1 on behalf of management.

10. Heard arguments of the contesting parties at length and have also perused the records of the case carefully.

11. It has been contended on behalf of Authority Representative for the workman that having regard to para 19.1 of Bipartite Settlement dated 19-10-1966 the workman has not been provided with an opportunity to explain the charges before the Disciplinary Authority. For coming at a conclusion as to whether on the basis of reply to the charges submitted by the workman is there any need for holding a regular departmental enquiry. Particularly in view of Confession Letter dated 26-04-1995 submitted by the workman before the Investigating Officer during the course of preliminary investigation. The authorized representative for the workman had also drawn the attention of the Tribunal towards provisions of para 19.12(e) of first Bipartite Settlement and it has been argued that an enquiry needed not be held where the employee makes a voluntarily

admission of his guilt. It has also been argued on behalf of the workman by the authorized representative that charges fails in such cases where Disciplinary Authority proceeded with departmental enquiry without obtaining explanation to the charges from the workman by appointing Enquiry Officer in the charge sheet itself and in support of his contention. Authorized representative of workman has relied upon the law propounded by the Hon'ble Supreme Court in the case of **Sardar Prakash Singh Badal Vs. V.K. Khanna & Others reported in 2001 LAB. I.C. 391 (S.C.)**.

12. It has also been argued by the authorized representative for the workman that in disciplinary action mainly there are three authorities, viz., (i) Disciplinary Authority, (ii) Enquiry Officer and (iii) Appellate Authority, who are required to follow principles of natural justice and disciplinary rules while discharging their obligations under disciplinary actions against any of its employees and in case during the course of judicial scrutiny of the actions of the aforesaid authorities, if Court/Tribunal come at a conclusion that any of the authorities named above has committed breach of natural justice or breach of disciplinary rules Court/Tribunal should not hesitate to declare such action as illegal ignoring the gravity of the charges on the ground that no one should be condemned unheard.

13. On the contrary the simple argument advanced on behalf of the opposite party is that since the workman has admitted his guilt he was rightly awarded punishment of removal from service and hence no interference is called for at the hands of Tribunal.

14. After considering the rival contentions of the contesting parties Tribunal is unable to appreciate the arguments advanced on behalf of the Bank because in the instant case it is not the case of management that the workman has been removed from his service without holding departmental enquiry by the Bank. If bank had conducted the enquiry by issuing the charge sheet against the workman and its legality is under challenge before this Tribunal from the side of workman, then the Tribunal is duty bound to examine as to whether or not the workman was given fair and proper opportunity of his effective defence by the Disciplinary Authority, Enquiry Officer and/or Appellate Authority. To examine the point it would be useful to reproduce para 19.1 of first Bipartite Settlement dated 19-10-1966 which goes as under :

Para 19.1

"In supersession of paragraphs 18.20, 18.24 and 18.28 of the Desai Award, a person against whom disciplinary action is proposed or likely to be taken shall, in the first instance, be informed of the particulars of the charge against him and he shall have a proper opportunity to give his explanation as to such particulars. Final orders shall be passed after due consideration of all the relevant facts and circumstances."

15. Tribunal has carefully examined the chargesheet dated 15-03-1996 issued to the workman in the light of the aforesaid provisions and the law cited by the Hon'ble Supreme Court and finds that the Disciplinary Authority has nominated the Enquiry Officer, Sri R. K. Saxena, in the charge sheet itself and has desired from the workman to submit his explanation before the Enquiry Officer against the charges issued to the workman. It is settled legal position that Enquiry Officer neither can hold the charges as illegal nor can deny holding of departmental enquiry under the orders of the Disciplinary Authority. It is also settled position of law that in departmental enquiry higher degree of responsibility has been casted upon Disciplinary Authority to first obtain explanation from the delinquent employee on the charges framed by him and to go through it for making an opinion as to whether on the basis of explanation submitted by the workman against the charges, still there is a need to enquire into the charges or not. If the Disciplinary Authority opines that the explanation submitted by the workman is not sufficient, he will communicate his decision to the delinquent employee that the reply submitted by him has been found unsatisfactory and therefore it has been decided to enquire into the matter by ordering detailed enquiry by the Enquiry Officer.

16. The Tribunal in the light of above when examines the action of the Disciplinary Authority it finds substance in the arguments advanced by the authorized representative for the workman that the basic principles of natural justice have been flouted in the case of the workman. Tribunal also finds force in the arguments advanced by the authorized representative of the workman that rules of disciplinary action prevailing in the Bank had badly been flouted by the authorities of the Bank when they did not care to give atleast a reasonable opportunity to the workman to explain the charges before the Disciplinary Authority before appointment of Enquiry Officer as has been provided in para 19.1 of the first Bipartite Settlement dated 19-10-1966 (supra). Tribunal has also considered the law laid down by the Hon'ble Supreme Court which has been relied upon by the authorized representative for the workman in the case **Sardar Prakash Singh Badal Vs. V. K. Khanna & Others reported in 2001 LAB. I.C. 391 (SC)** wherein the Hon'ble Supreme Court has clearly held as under :

"It is well settled in service jurisprudence that the authority has to apply its mind upon receipt of reply to the charge sheet or show cause as the case may be, as to whether a further enquiry is called for. In the event upon deliberations and due considerations it is in the affirmative—the inquiry follows but not otherwise. Thus where even before reply was filed by the delinquent Chief Secretary to the charge sheet issued against him, the Chief Minister made an announcement appointing an Enquiry Officer to go into the charges, thus

indicating its mindset that the inquiry shall proceed irrespective of the reply it cannot be said that the attitude of the authorities towards the delinquent was free and fair."

17. Thus while applying the law laid down by the Hon'ble Supreme Court (supra), to the fact and circumstances in the instant case it is quite established that the charge sheet dated 15-03-1996 appears to be absolutely illegal in as much as the Disciplinary Authority in the case of the workman has nominated the Enquiry Officer, Sri R. K. Saxena to enquire into the correctness of the charges without obtaining explanation from the workman against the charge sheet dated 15-03-1996. It is settled position of law in service jurisprudence that enquiry can not be proceeded by the Disciplinary authority without obtaining the explanation from the delinquent employee. Asking the workman to reply the charges before the Enquiry Officer within a period of 3 days from receipt of the charges is nothing but a futile exercise on the part of the Disciplinary authority to expose that the workman has provided adequate opportunity for his defence in domestic enquiry.

18. Moreover, the Enquiry Officer is not competent to examine/appreciate the explanation to the charges submitted by the workman. It is the sole domain of the Disciplinary Authority, which the authority is required to discharge having regard to rules of natural justice and if this has not been done by the Disciplinary Authority and it is found that the Disciplinary Authority has nominated the enquiry Officer without considering the explanation of the delinquent employee, then it will be presumed that the mind of the Disciplinary Authority was clouded with bias and not from free attitude.

19. Tribunal upon overall appreciation of the exercise done in the name of disciplinary action against the delinquent employee is of the firm opinion that the officers of the opposite party bank connected with the disciplinary action against the workman are not in the known of basic principles of natural justice. If on the lapses committed by the responsible officers of the Bank it is found by the Tribunal in the instant case that if charge sheet is going to be declared as null and void, they should thank themselves for their inadequate and lack of knowledge as to how to conduct domestic enquiry against delinquent employee. From this point of view charge sheet dated 15-03-1996 issued to the delinquent employee can not be held as legal and justified for the reasons that the authorities of the Bank had badly flouted the basic principles of natural justice before initiation of domestic enquiry against the workman.

20. It has been contended by the authorized representative for the workman that one Shri A. K. Sharma, workman of Shahjahanpur Region of the same Bank was also been issued a major penalty charge sheet for committing fraud in Bank and was found guilty of the same. He has admitted his guilt voluntarily before the management

without any demur, he was allowed to be retained in the services of the Bank by imposing punishment of stoppage of few increments whereas the workman of the instant case has confessed his irregular working much before issuance of charge sheet dated 15-03-1996 vide his confession letter dated 26-04-1995 still a departmental enquiry was initiated against him and he was meted out with capital punishment of dismissal from Bank's service ignoring the fact that where employee confessed his guilt no enquiry is necessary in his case. Therefore the action of the management is by way of victimization and discriminatory. It has also been argued by authorized representative of workman that under the provision of I.D. Act, 1947, if any punishment is awarded to a workman by its employer by way of victimization, by way of discrimination or by way of unfair labour practice the same can not be sustained either in the eye of law or at the hands of the Tribunal.

21. Attention of the Tribunal has also drawn by the authorized representative for the workman to document No. 10 and 11 filed by the workman through his Affidavit dated 15-03-2004 which is on record of the case. In support of his argument it has been argued by the authorized representative for workman that Shri A. K. Sharma, an employee of the same Bank of Shahjahanpur Region, who was chargesheeted for gross misconduct and has admitted his guilt before the Disciplinary Authority has been awarded lesser punishment as compared to the punishment awarded to the workman of the instant case. Tribunal has carefully examined the Final Order dated 04-07-1998 passed by the Disciplinary Authority in the case of Mr. A.K. Sharma. It has been noticed by the Tribunal while going through Final Order dated 04-07-1998 passed in the case of Mr. A. K. Sharma that the Disciplinary Authority in the case of Mr. A. K. Sharma held that the chargesheeted employee voluntarily and unconditionally admitted having repeated the acts of commission and omission in addition to the acceptance of the leveled charges vide the chargesheet under reference. It has also been noticed by the Tribunal that while deciding the quantum of punishment to be awarded to said Shri Sharma the Disciplinary Authority has held that the acts of Mr. Sharma are very serious and his continuing in the Bank's service could be risky. However taking a lenient view the Disciplinary Authority awarded the punishment of stoppage of few increments.

22. A bare perusal of the entire written Statement submitted by the opposite party Bank in the light of the Statement of Claim submitted by the workman it is quite obvious that the opposite party Bank has not been in position to reply effectively to contents of para 44 of the Statement of Claim filed by the workman. It is settled position of law that if contents of para raised by plaintiff/applicant is not replied specifically by the defendant/opposite party normal presumption which would be drawn by the Court/Tribunal would be that allegation made by the plaintiff/applicant is correct. Even witness of

management have also not said anything in this regard in his evidence on oath made before this Tribunal. On the contrary the entire Statement of Claim filed on behalf of the workman is supported by his Affidavit. Under these circumstances Tribunal feels no hesitation in believing the contention of the workman that he has been discriminated in the matter of Award of punishment as compared with Mr. A. K. Sharma, an employee of Shahjahanpur Region of the Bank who has admitted his gross misconduct of fraud before the Disciplinary Authority. Tribunal is further of the view that the workman has been made victim at the whims of the officers of the Bank who had chosen to single out the workman for Award of capital punishment ignoring the misconduct/negligent working of the responsible officers of the Branch, who have been granted premium for their reckless/negligent working by the higher authorities of the Bank by giving them promotion to senior cadre/scale. Tribunal fails to understand the position as to why no action was proposed against the officers by the Bank who were found equally responsible in the instant case as per report of Investigating Officer. Non action against such officers as per Report of the Investigating Officer dated 27-5-1995 creates grave doubt over the intention of the management Bank that they are not serious to protect the public fund lying with the Bank. If it is so it can safely be said that the responsible officers of the Bank during the relevant period i.e. 1992 to 1995 at Bank of Baroda, Civil Lines Branch, Kanpur have also lost confidence reposed to in them by the Bank. If it is the position workman alone, in the instant case, could not be removed from the service of the Bank.

23. It has next been argued that the charges are vague as none of the allegations levelled in the charge sheet dated 15-3-1996 have been enumerated in para 19.5 (j) of first Bipartite Settlement dated 19-10-1966. In support of his argument he has invited the attention of the Tribunal to the averments made by the workman in para 70 of the Statement of Claim. He has also relied upon the law laid down by the Hon'ble Supreme Court in the case of Rasiklal Vaghjibhai Patel and another [1985 ILU 527-530]. On the contrary the authorized representative for the management has not been able to meet out the arguments of the workman successfully on the point before the Tribunal except arguing the case that the workman had admitted the charges therefore no interference is called for in the case. Authorized representative for the management has placed reliance on the case law cited by Hon'ble Supreme Court in the case of N. Gopal and Karnataka Power Transmission Corporation Ltd., Bangalore and another reported in [2002(94)FLR 354].

24. The Tribunal carefully examined the law cited by the authorized representative for the Bank over the issue. The Tribunal with due respect to the law laid down above by Hon'ble Supreme Court is not in position to apply the same to the facts and circumstances of the instant case

which are distinguishable in the eye of law and facts of the case. In the law cited above it was categorically held that the Board in the light of payment and in the light of admission was satisfied that no enquiry is necessary, whereas it is not so in the instant case and the law laid down by the Hon'ble Supreme Court can not be made applicable to the facts and circumstances of the present case where it has clearly established that the workman even has not been provided with an opportunity to reply the charges before Disciplinary Authority. Had any such opportunity been provided to the workman by the Disciplinary Authority the position would certainly be otherwise. Thus the Tribunal is of the firm opinion that the law cited by the authorized representative for the Bank is not applicable to the facts and circumstances of the instant case, therefore Bank can not take any advantage of the same to improve his case that workman has confessed his charges before the management, because no such opportunity was provided to the delinquent employee by the Disciplinary Authority.

25. Attention of the Tribunal has been drawn by the authorized representative for Bank towards law laid down by the Hon'ble Supreme Court in the case of U.P. State Road Transport Corporation Ltd. and Mohan Lal Gupta and others reported in [2000 (87) FLR 231].

26. After considering carefully the law laid down by the Hon'ble Supreme Court. Tribunal is of the firm opinion that the law laid down by the Hon'ble Supreme Court is not applicable to the facts and circumstances of the present case as the same are distinguishable to the facts and circumstances of the present case.

27. Needless to mention that management has not levelled the charges of misappropriation of Bank's funds in the charge sheet dated 15-03-1996, therefore the law laid down by the Hon'ble Supreme Court is not applicable to the facts and circumstances of the present case.

28. Lastly the authorized representative for the management has relied upon the law laid down by the Hon'ble Supreme Court in the case of High Court of Judicature at Bombay Vs. Udai Singh and Others reported in [1997 FLR(76)532] and has contended that the workman's claim should be rejected as findings recorded are not based on no evidence but the charges stood proved. Punishment of dismissal from service thus justified.

29. Tribunal has carefully gone through the law laid down by the authorized representative for the management. The Hon'ble Supreme Court of India in the said judgement has held as under —

“When an enquiry is conducted on charges of misconduct by a public servant, the Court/Tribunal is concerned to determine whether the enquiry as held by a competent officer or whether rules of natural justice are complied with. Whether the findings or

conclusions are based on some evidence, the authority entrusted with the power to hold enquiry had jurisdiction, power and authority to reach a finding or conclusion The Court/Tribunal may interfere where the authority held the proceedings against the delinquent officer in a manner inconsistent with the rules of natural justice or in violation of statutory rules prescribing the mode of enquiry or where the conclusion or finding reached by the disciplinary authority is based on no evidence. If the conclusion or finding be such as no reasonable person would have ever reached, the Court/Tribunal may interfere with the conclusion or the findings and mould the relief so as to make it appropriate to the facts of each case."

30. Thus after carefully examining the law laid down by the Hon'ble Supreme Court the Tribunal with due respect holds that the law laid down by the Hon'ble Supreme Court cited above, instead of helping the case of management, supports the case of the workman with full swing. Here the workman has been able to establish his claim beyond all reasonable doubts by means of his oral evidence and documentary evidence as well.

31. For the reasons recorded above Tribunal feels no hesitation in coming at a conclusion that the removal of the workman from the services of the Bank on the basis of charges which has not been enumerated in the term gross misconduct under the service regulation can not be appreciated at all. Tribunal further is of the opinion that the punishment awarded to the workman is highly discriminatory as compared to punishment awarded to Mr. A. K. Sharma, an employee of the same Bank of Shahjahanpur Region. Tribunal is also of the view that how the officers, who were also found involved in irregular working of the Branch as per Investigation Report of the Investigating Officer, were left escort free without any panel action at the hands of the Bank. From this point of view also punishment awarded to the workman appears to be by way of victimization.

32. For the reasons recorded above it is held that the action of management of Bank of Baroda in ordering removal from service of Sri Dinesh Kumar Tandon son of Sri S. N. Tandon vide Order No. UPK/24/PD/765/3158 dated 26-9-1998 is neither legal nor just. It is further held that the Order passed by the concerned officers are liable to be set aside. Accordingly Final Order and Appellate Order passed by the concerned authorities against workman are hereby set aside.

33. Net result of the aforesaid discussion is that the workman is held entitled to be reinstated in service with continuity and all consequential benefits. The Tribunal also considered the point of back wages and found that the appeal of the workman was finally disposed of in the year of 2001 and soon after without any delay the workman raised industrial dispute before appropriate government.

There is no evidence on record from the side of management that the workman was in gainful employment when he remained out of service of the Bank therefore Tribunal is of the firm opinion that it will be in the ends of justice if the workman is awarded his full back wages from the date of removal from the service of the Bank.

34. Accordingly it is held that workman be reinstated in the service of the Bank with full back wages with continuity of service and all consequential benefits.

35. Before parting with it, it may be pointed out that instant case is such a case where the opposite party Bank has not suffered any financial loss and also where the Bank has charged the penal interest from the workman, before issuing the chargesheet to him, over the amount alleged to have been transferred in different accounts of the constituents of the Bank by the workman. Moreover when the charges against workman fails no other opinion as expressed by the Tribunal in foregoing paras of the Award can be held by the Tribunal except holding charge sheet dated 15-3-1996 as null and void which could not be formed basis for awarding extreme punishment of removal of workman from the services of the Bank w.e.f. 26-9-1998.

Reference is answered accordingly in favour of the workman and against the management.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 7 फरवरी, 2007

का.आ. 537.-जबकि मैसर्स गुजरात इंडस्ट्रीज पावर कम्पनी (इसके पश्चात् प्रतिष्ठान के रूप में उल्लिखित) ने कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (इसके पश्चात् अधिनियम के रूप में उल्लिखित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्र सरकार के विचार में अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम, उक्त अधिनियम की धारा 6 में विनिर्दिष्ट की तुलना में कर्मचारियों के लिए कम अनुकूल नहीं है और कर्मचारी, उक्त अधिनियम के अंतर्गत अथवा इसी प्रकार के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में कर्मचारी भविष्य निधि स्कीम, 1952 (इसके पश्चात् स्कीम के रूप में उल्लिखित) के अंतर्गत प्रदान किए जा रहे अन्य भविष्य निधि लाभों का भी फायदा उठा रहे हैं।

3. अतः, अब, केन्द्र सरकार उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और समय-समय पर इस संबंध में विनिर्दिष्ट शर्तों के अधीन एतद्वारा उक्त प्रतिष्ठान को उक्त स्कीम के सभी उपबंधों के प्रचालन से 1-3-1995 से अगली अधिसूचना तक छूट प्रदान करती है।

[सं. एस-35015/3/2007-एस.एस.II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 7th February, 2007

S.O. 537.— Whereas M/s. Gujarat Industries Power Co. Ltd. (hereinafter referred to as the establishment) has applied for exemption under Clause (a) of Sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by Clause (a) of Sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01-03-1995, until further notification.

[No. S-35015/3/2007-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 7 फरवरी, 2007

का.आ. 538.—जबकि मैसर्स भागीरथ इंजीनियरिंग लिमिटेड (इसके पश्चात् प्रतिष्ठान के रूप में उल्लिखित) ने कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (इसके पश्चात् अधिनियम के रूप में उल्लिखित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्र सरकार के विचार में अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम, उक्त अधिनियम की धारा 6 में विनिर्दिष्ट की तुलना में कर्मचारियों के लिए कम अनुकूल नहीं है और कर्मचारी, उक्त अधिनियम के अंतर्गत अथवा इसी प्रकार के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में कर्मचारी भविष्य निधि स्कीम, 1952 (इसके पश्चात् स्कीम के रूप में उल्लिखित) के अंतर्गत प्रदान किए जा रहे अन्य भविष्य निधि लाभों का भी फायदा उठा रहे हैं।

3. अतः, अब, केन्द्र सरकार उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और समय-समय पर इस संबंध में विनिर्दिष्ट शर्तों के अध्याधीन एतद्वारा उक्त प्रतिष्ठान को उक्त स्कीम के सभी उपबंधों के प्रचालन से 23-02-1983 से अगली अधिसूचना तक छूट प्रदान करती है।

[सं. एस-35015/2/2007-एस.एस.II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 7th February, 2007

S.O. 538.— Whereas M/s. Bhagheeratha Engineering Limited (hereinafter referred to as the establishment) has applied for exemption under Clause (a) of Sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by Clause (a) of Sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 23-2-1983, until further notification.

[No. S-35015/2/2007-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 7 फरवरी, 2007

का.आ. 539.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में, जिसके 80 प्रतिशत कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, निम्नलिखित कार्यालय को अधिसूचित करती है :—

वी.वी. गिरि राष्ट्रीय श्रम संस्थान,
श्रम और रोजगार मंत्रालय,
सेक्टर-24, गौतम बुद्ध नगर,
उत्तर प्रदेश

[सं. ई-111017/1/2006-रा.भा.नी.]

शारदा प्रसाद, संयुक्त सचिव

New Delhi, the 7th February, 2007

S.O. 539.— In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union), 1976 the Central Government hereby notifies following office, the 80% Staff whereof have acquired working knowledge of Hindi.

V.V. Giri National Labour Institute,
Ministry of Labour & Employment,
Sector-24, Gautam Budh Nagar, U.P.

[No. E-111017/1/2006-RBN]

SHARDA PRASAD, Jt. Secy.

नई दिल्ली, 12 फरवरी, 2007

New Delhi, the 12th February, 2007

का.आ. 540—केन्द्रीय सरकार, संतुष्ट है कि लोकहित में ऐसा अपेक्षित है कि भारतीय रिजर्व बैंक नोट मुद्रण लिमिटेड, मैसूर (कर्नाटक) एवं सालबोनी (पश्चिम बंगाल) में सेवाओं को जिसे औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 25 के अन्तर्गत निर्दिष्ट किया गया है, उक्त अधिनियम के प्रयोजनों के लिए लोक उपयोगी सेवाएं घोषित किया जाना चाहिए।

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (6) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए तत्काल प्रभाव से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं. एस-11017/2/96-आई.आर.(पी.एल.)]

गुरजोत कौर, संयुक्त सचिव

S.O. 540.— Whereas the Central Government is satisfied that the public interest requires that the services in the Bhartiya Reserve Bank Note Mudran Limited, Mysore (Karnataka) and Salboni (West Bengal) which is covered by item 25 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility service for the purposes of the said Act.

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of Clause (n) of Section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purpose of the said Act for a period of six months.

[N0.S-11017/2/96-IR (PL)]

GURJOT KAUR, Jt. Secy.